



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, September 15, 2009

7:00 PM

Oconee County Administrative Offices
415 South Pine Street, Wallisla, SC

Limited to forty [40] minutes, four [4] minutes per person.
Comments MUST be related to a specific agenda item
slated for action at the meeting.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1	JOHN HITTLE	Off/Sp
2	Benny Nichols	Item # 5-18
3	Ang Richards	Budget Finance Administration Report
4	Steve Cornelius	Item # 4. Duke Park-Lane # 5 AC06
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

SEPTEMBER 15, 2009; COMMENTS TO COUNTY COUNCIL; BY JOHN W. LITTLE, 210 LITTLE LANE, SENECA, SC 29672

GENTLEMEN,

I AND OTHERS WORKED DILIGENTLY LAST YEAR FOR MR DEXTER, MR THRIFT AND WAYNE MC CALL'S ELECTION. OTHER THAN RATIFYING THE "ZEO" ORDINANCE, I FEEL YOU ALL HAVE DONE A GOOD JOB SINCE BECOMING COUNCILMEN.

I KNOW YOU HAVE WORKED HARD "GETTING A HANDLE" ON PASTS COUNCILS' SHORT COMINGS.

HOWEVER, I AM CONCERNED THAT YOU WOULD EVEN CONSIDER AN INCREASE IN MILLAGE. MILLAGE SHOULD BE DECREASED CONSIDERABLY! IT IS OBVIOUS THT DECREASED MILLAGE IS ONLY WAY TO ASSURE THAT PEOPLE MY AGE CAN STAY IN THEIR HOMES. I CAN ASSURE YOU, GOING THROUGH THE ASSESSOR'S APPEAL BOARD IS USELESS! THUS, DECREASED MILLAGE IS THE ONLY ALTERNATIVE.

YOU SAY THERE IS PLENTY OF MONEY IN THE COFFERS, BUT INDICATE \$40 MILLION WILL BE NEEDED TO GET NEW COURTHOUSE APPROVED FOR USE. IF THIS IS TRUE, I'D RECOMMEND DEMOLISHING IT AND RENOVATE THE OLD COURTHOUSE.

YOU ALSO SAY THESE EXCESS MONEIES ARE FOR PROJECTS PLANNED. I SAY, PLAN TO USE IT FOR COUNTY OPERATIONS AND REDUCE FUTURE TAXS!

WITH TWO CONGRESSMAN FROM OCONEE IN WASHINGTON, I CAN'T UNDERSTAND THE PROBLEM WITH MOVING THIS COSTLY COUTHOUSE VENTURE FORWARD.

GENTLEMAN, YOU PROMISSED RESPONSIBLE GOVERNMENT. "HITCH YOUR BELTS" AND GET ON WITH IT!

APPALACHIAN REGION COMPREHENSIVE ECONOMIC
DEVELOPMENT STRATEGY



2009 ANNUAL REPORT

OCONEE COUNTY ELEMENT

Full CEOS Committee

The Appalachian Council of Governments Board of Directors

Judy Gilstrap, Chair	Wallace Shaw, Vice-Chair
Sen. William O'Dell	Eddie Moore
Rick Laughridge	Dennis Claramunt
Ted Mattison	Terence Roberts
Bob Waldrep	Rep. Dennis Moss
James Batchler	Jane Wilson
Ed Elliott	Rev. JW Sanders
Rep. David Hiott	Tom Hendricks
Heyward McDonald	J. Connie Bowers
G. Neil Smith	Randy Crenshaw
Rep. Bill Wylie	Lettie Gibson
Grady Butler	Leola Robinson Simpson
Joe Dill	Butch Kirven
Diane Smock	Amy Ryberg Doyle
Don Godbey	Dale Culbreth
O'Neal Mintz	Lib Fleming
Elbert Tillerson	Loretta Smith
Renee Cariveau	Jane Hall
Rep. Mike Forrester	Kenneth Smith II
Robert Briggs	Sen. Thomas Alexander
Rex Dexter	Ernest Riley
Bennie Cunningham	Bob Winchester

SC Appalachian Region
2009 CEDS Progress Report

Oconee County Council - Submitted for Review and Endorsement

George Blachard, Chairman *— given Paul Carlisle*
Wayne McCall
Joel Thrift
Mario Suarez
Reg Dexter

Oconee County Contacts

Jim Alexander	Oconee County Economic Development
Kevin Sharr	Oconee County Regional Airport
Diane Head	Town of Salem
Warren Haces	Town of Salem
Robert Faires	City of Seneca
Terry Pruitt	Pioneer Rural Water District
David Smith	City of Westminster
Bob Winchester	Oconee Joint Regional Sewer Commission

Staff

Steve Pelissier	Executive Director
Chip Bentley	Planning Services Director
Jennifer Vissage	Regional Planner

What is CEDS?

The Comprehensive Economic Development Strategy hereafter referred to as "CEDS" is a compilation of the economic development efforts of communities in the Appalachian Region of South Carolina to assess and improve upon regional economic conditions.

The Economic Development Administration (EDA), a division of the US Department of Commerce states:

"A CEDS should promote economic development and opportunity, foster effective transportation access, enhance and protect the environment, and balance resources through sound management of development. For the purpose of these guidelines, the term "region" refers to areas that have been defined economically, environmentally, or geographically as appropriate units for addressing economic development and related challenges.

The CEDS document should be short and easily accessible. The general public, government decision makers, and business investors should be able to use it as a guide to understanding the regional economy and to taking action to improve it. The CEDS should take into account, and where appropriate, incorporate, other planning efforts in the community. Its quality should be judged by its usefulness as a guide to local decision making. There should be a continuing program of communication and outreach to encourage broad-based engagement and commitment of partners."

The CEDS document is mandated by the EDA to serve as a mechanism to guide economic development decisions for the Economic Development Districts (EDD) throughout the nation. The South Carolina Appalachian Council of Governments (SCACOG) is the designated EDD for the Appalachian Region that includes Anderson, Cherokee, Greenville, Oconee, Pickens, and Spartanburg Counties and the forty-two municipalities included in those counties.

It is the desire of the EDA, SCACOG, and the CEDS Strategy Committee to provide this document as the reference for economic conditions, development strategies, and projects throughout the six county region. The strategies and projects listed are used as a guide by EDA when making decisions on funding for future projects. The CEDS however, should not be considered a "stand-alone" document. The plan is a compilation of the many economic development efforts going on in the region and should be considered one tool of many to be used for economic development purposes.

Update Process

The SCACOG staff monitors projects identified in the CEDS plan adopted in 2007. Each year a progress report is developed to update the status of all projects identified in the plan. The report summarizes progress made on each project through updates of timelines, construction progress, or completion status. Projects that are scheduled to be completed or begin in the coming year are also reviewed.

For the 2009 progress report, project updates and new initiatives were identified through a survey of local governments, special purpose districts, economic development agencies, and human services agencies. To ensure that the information contained in the plan is accurate and current, the individuals listed in this document were contacted and given the opportunity to provide feedback to be compiled and used to produce the CEDS Progress Report.

Following completion of the Progress Report, each county is asked to review and endorse its respective strategy section by providing a letter of concurrence to the SCACOG, signed by the respective County Council Chair. These letters are included in the submittal of the annual progress report and update to the EDA. Once all six counties have endorsed their sections of the CEDS update, it will be presented to the SCACOG Board of Directors, submitted to EDA and will serve as the official CEDS plan for the Appalachian Region for the next year.

2009 Oconee County CEDS Projects

Oconee County, its municipalities, water and sewer districts, economic development agencies and other officials have submitted fifty-six (56) projects that support economic development for inclusion in the CEDS Plan since 2007.

The original plan for Oconee County included fifty-one (51) projects. Of these, four (4) projects have been completed, totaling over \$12 million. Thirteen (3) of the fifty-one (51) are in progress and nine (9) are expected to begin this year. In 2008, an additional three (3) projects were added to the list and all three are in progress. Two (2) projects have been added this year for inclusion to the plan and both are expected to begin this year. The majority of projects fall into the water category (36) with sewer second with ten (10) projects.

One of the notable projects for Oconee County is the Wells Highway Extension. Engineering and acquiring right of ways has begun for the \$14 million project. Wells Highway will be extended via Sheep Farm Road to SC 28.

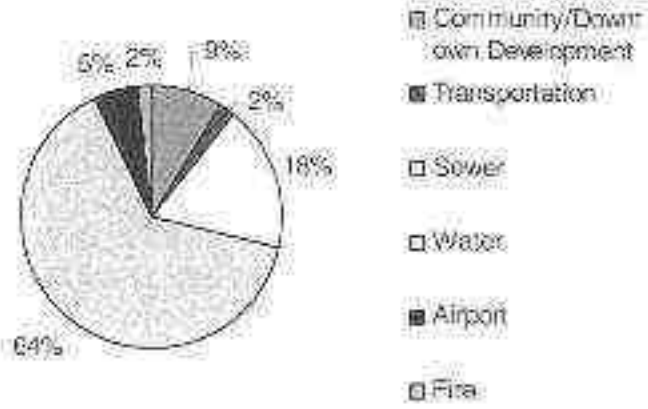
Project Information

Project Type	Number	Future Projects	Completed Projects	In Progress	Expected to Begin in 2009
Community/Downtown Development	5	3	0	1	1
Transportation	1	0	0	1	0
Sewer	10	5	0	2	3
Water	36	21	4	7	4
Airport	3	2	0	0	1
Fire	1	0	0	0	1
Total	56	31	4	11	10
Percentage		53%	7%	20%	18%

Projects Completed Since 2007

Project Type	Number	\$
Water	4	\$12,750,000
Total	4	\$12,750,000

Oconee County Project Types



2007 Original Projects

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
City of Seneca	New Water Plant	Construction of a new water plant located on SC 130 near the Newry Dam on Lake Keowee with 5 MGD capacity	2007-2012	\$18,000,000	In Progress
City of Seneca	Storage Tanks	install 1 MG storage tanks with one being located on the western end of the system near the hospital	2007-2012 (2007-2008)	\$1,200,000	Completed in 2008
City of Seneca	Pump Station Upgrades	Upgrade and/or replacement of pump stations	2007-2012 (2008-2015)	\$500,000 (\$1,500,000)	In progress
City of Seneca	Storage Tank	Install 1 MG storage tank being located on the northeast end of the system	2009-2010	\$2,280,000	Expected to begin in 2009
City of Seneca	Water Plant Upgrade	Upgrade water plant from 14 MGD capacity to 20 MGD capacity	2007-2012 (2007-2009)	\$3,500,000 (\$4,000,000)	Expected to be complete in 2009
City of Walhalla	Downtown Streetscape		2007-2012	TBD	Future Project
City of Walhalla	Earle House	Phase 1 fountain	2007-2012	\$10,000	Future Project
City of Walhalla	Elevated Storage Tank	New 250,000 gallon elevated storage tank	2007-2012	\$500,000	Future Project

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
City of Walhalla	Highway 11 North Water Line	New 10" water line along Highway 11 North that would run from an existing line on East Main to Country Junction Rd then to Wolf Stake Church Rd	2007-2012	\$350,000	Future Project
City of Walhalla	Highway 11 South Water Line	Extend 10" water line along Hwy 11 South from Creekwood Dr to Mountain Rd	2007-2012	\$375,000	Future Project
City of Walhalla	Main Street Water Line	New 8" water lines on Main Street from Ann St to Tugafon St	2007-2012	\$90,000	Future Project
City of Walhalla	Pickett Post Road Water Line	New 8" water line loop from Pickett Post Rd along Playground Road to tie to the existing line	2007-2012	\$120,000	Future Project
City of Walhalla	Walhalla Civic Auditorium	Front Building Restoration	2007-2012	\$500,000	Future Project
City of Walhalla	Water Plant Upgrade	Construct a new 6 MGD water treatment plant at the existing water plant site. finished water storage tank	2007-2012	\$10,000,000	Future Project

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
City of Westminster	Bennett Road & Mountain Road North Loop	20" loop beginning at US 76 along Bennett Rd then to & along Mountain Rd to US 11 then south to Drive Hill Rd	2007-2012 (2011-2013)	\$1,250,000	Future Project
City of Westminster	Cobb Bridge Loop	8" beginning at US 76 then along Cobb Bridge Rd east ending on Rich Mountain line service	2007-2012 (2011-2013)	\$290,000 (\$125,000)	Future Project
City of Westminster	Coffee St Water Line & Booster Pump Station	10" water line along coffee street beginning at US 76 near water plant then along US 76 West to Coffee Rd then to existing Walhalla master meter	2007-2012 (2011-2013)	\$530,000	Future Project
City of Westminster	Elevated Tank	New one million gallon elevated tank at water plant provide elevated storage for system reliability at new & higher hgt for increase system pressure	2007-2012 (2012-2014)	\$1,150,000	Future Project

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
City of Westminster	Elevated Tank	New one-half million gallon elevated at US 123 between US 75 & Tugaloo River	2007-2012 (2013-2016)	\$700,000	Future Project
City of Westminster	Pre Sediment Pond	New pre-sediment pond at water plant, 25 MG pre-sedimentation pond, raw water transfer pumps, & on site liquid chlorine generation systems	2007-2012 (2007-2008)	\$1,250,000	Completed in 2009
City of Westminster	Raw Water Intake	New raw water intake & 24" raw water main beginning at intake on Lake Hartwell in the Taber Church area then to & along US 123 W to existing water plant	2007-2012 (2007-2008)	\$4,500,000	Completed in 2009
City of Westminster	Stephens County Interconnect	Beginning in Stephens County, GA then along US 123 to existing 8" line at Madison Shores	2007-2012 (2011-2013)	\$540,000	Future Project
City of Westminster	Walhalla Interconnect	Beginning at proposed Bennett Rd Loop, then along SC 183	2007-2012 (2011-2013)	\$1,000,000	Future Project

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Oconee County	I-85 Corridor Infrastructure	Provide water, sewer & other infrastructure needs for southern Oconee County & northern Anderson County	2007-2009 (2008-2013)	\$20,000,000 (\$25,000,000)	In Progress
Oconee County	Wells Highway Extension	Extend Wells Hwy via Sheep Farm Rd to SC 28; improve & upgrade approximately 3.5 miles of Sheep Farm Road	2009-2010 (2009-2012)	\$7.2 Million (\$11,400,000)	Expected to begin in 2009
Oconee Joint Regional Sewer Commission	Carson Road Relief Station	Inceptor pump station & force main to relieve the Hwy 123 & Hwy 76 area between Seneca & Clemson	2007-2012 (2010-2013)	\$800,000	Future Project
Oconee Joint Regional Sewer Commission	Coneross Creek Wastewater Treatment Plant	Septage receiving & processing facility to serve the rural citizen who are on septic systems	2007-2012 (2009-2012)	\$800,000 (\$250,000)	Expected to begin in 2009
Oconee Joint Regional Sewer Commission	Martin Creek Sewer Project	Relief sewer with pump station, flow equalization system, speeds pump station upgrade & Perkins Creek gravity relief sewer	2007-2012 (2008-2012)	\$8,500,000 (\$6,000,000)	In progress

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Oconee Joint Regional Sewer Commission	Millbrook Pump Station Upgrade	Expansion & upgrade of the Millbrook pump station near Clemson due to commercial growth	2007-2012 (2010-2013)	\$800,000	Future Project
Oconee Joint Regional Sewer Commission	Ravenel Pump Stations Upgrade	Upgrade & expansion of 3 Ravenel pump & force mains in the Ravenel School area	2007-2012 (2010-2013)	\$2,000,000	Future Project
Oconee Joint Regional Sewer Commission	Richland Creek/Boucyland Sewer Project	Approximately 5 miles of gravity sewer to serve this rapid growth area & will eliminate 5 pumping station	2007-2012 (2010-2013)	\$7,300,000	Future Project
Oconee Joint Regional Sewer Commission	Southern Oconee Regional Sewer Project	Infrastructure for sewer service to a 400 acre Industrial Park, SCDOT Welcome Center & Commercial Property on I-85	2007-2012 (2010-2013)	\$15,000,000	Future Project
Pioneer Rural Water District	Fair Play Area Supply	From Highway 123, 71,000 LF, 16" water, 1 MG tank, 2 pump stations	2007-2012 (2008-2012)	\$12,200,000 (\$1,600,000)	In Progress
Pioneer Rural Water District	Highway 11 Backup connection	25,000 LF 12" Water	2007-2012	\$1,800,000	Future Project
Pioneer Rural Water District	Highway 24 Takeena & Oakway Tank Connector	13,500 LF of 18" water, 10,500 LF of 12" water, 1 pump station	2007-2012	\$5,400,000	Future Project

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Pioneer Rural Water District	Highway 59 Seneca Supply Upgrade	17,000 LF 12" water line, pump station upgrade	2007-2012 (2008-2012)	\$2,300,000 (\$6,600,000)	In progress
Pioneer Rural Water District	Little Choctoka Road Reinforcements	25,300 LF of 8" water	2007-2012 (2008-2014)	\$1,900,000	In progress
Pioneer Rural Water District	Old Knox Bridge Road Extensions	8,900 LF 12" water	2007-2012 (2009-2012)	\$2,100,000	Expected to begin in 2009
Pioneer Rural Water District	Retreat Road Reinforcements	5,900 LF 8" water	2007-2012	\$600,000	In Progress
Pioneer Rural Water District	Rock Hill Road Loop	11,500 LF 6" water	2007-2012	\$80,000	In Progress
Pioneer Rural Water District	Sutton Shoals Road Loop	13,700 LF 6" water	2007-2012	\$900,000	In Progress
Pioneer Rural Water District	Snow Creek Road Loop	2,400 LF 8" water	2007-2012	\$300,000	In Progress
Pioneer Rural Water District	Spearman & Patterson Road Reinforcements	10,000 LF 8" water	2007-2012	\$700,000	In Progress
Pioneer Rural Water District	Water System Upgrade	Extension of a 16 inch main from Hwy 123 along Armstrong Rd & Hwy 24 at a point near Hatenford Rd South of I-85. A 12 inch line is proposed along Hwy 11 from Armstrong	2007-2012	\$10,800,000	In Progress

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Oconee County Regional Airport	New Exit Taxiway	Add a new exit taxiway on the west end of runway; aircraft landing on runway 25 will be able to exit runway sooner increasing capacity of airport.	2009-2010 (2010-2011)	\$450,000	Future Project
Oconee County Regional Airport	New Hangars	Construct at least 20 new T-hangars & 2 corporate hangars	2008-2009 (2010-2011)	\$1.4 million (\$800,000)	Future Project
Oconee County Regional Airport	Runway Extension	Extend approach end of runway 25 600 ft to include extension of the parallel taxiway & the new length of the runway would be 5000'	2007-2009 (2009)	\$4,100,000 (\$1,879,000)	Expected to begin in 2009
Town of Salem	Highway 11 Corridor Connector Highway 130 Connector	New 8" SC 11 corridor connector & new 8" SC 130 N. connector to SC 11 to provide sufficient water supply to SC 11	2007-2012 (2009-2014)	\$750,213 (\$879,600)	Expected to begin in 2009

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Town of Salem	Highway 11 Storage Facility & DAR Pump Station Upgrade	New SC 11 300,000 gallon Ground Storage Facility, including an upgrade of the existing booster pump station serving the DAR School Complex.	2007-2012 (2009-2014)	\$576,840 (\$844,000)	Expected to begin in 2009
Town of Salem	New North Basin Booster Pump Station	This project will allow the distribution of water from Salem to the north, in the direction of well defined water needs to the north & north east of Salem	2007-2012 (2009-2014)	\$3,168,000	Expected to begin in 2009
Town of Salem	Transmission Main/Main Supply	New 12" Ductile Iron Pipe Installation following SC 130 from its intersection with Nimmons Bridge Road to the 100,000 gallon elevated storage tank.	2007-2012 (2009-2014)	\$1,796,580 (\$2,180,100)	Expected to begin in 2009

2008 New Projects

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Pioneer Rural Water District	New Elevated Storage Tank	500,000 gallon tank of Hwy 59 near Commerce Park	2008-2012	\$1,600,000	In Progress
Pioneer Rural Water District	Seneca Delivery Upgrade	17000 ft of 16" & 12" transmission main between the Seneca meter & the Crossroads Tank	2008-2012	\$6,000,000	In Progress
Pioneer Rural Water District	Southeast System Improvements	24,500 ft of 8" transmission main along SC 243 east of Fair Play	2008-2012	\$4,000,000	In Progress

2009 New Projects

Organization	Project Name	Project Description	Timeline	Estimated Costs	Status
Town of Salem	Downtown Revitalization	Landscaping, street lights, rock wall repairs, crosswalks, island separators and signs	2009-2014	TBD	Expected to begin in 2009
Town of Salem	Fire Hydrant Replacement	Hydrant and valve replacement	2009-2014	TBD	Expected to begin in 2009

OCONEE COUNTY
Fund Request Form - Direct Aid
Fiscal Year 2009-2010

Organization Requesting Funding: CITY OF SENECA

State/Federal ID Number: 57-6001105

Address: 221 E N 1ST STREET SENECA, SC 29678

Telephone Number: (864) 885-2700 Fax # (864) 885-2701

Director: EDWARD R. HALBIG Phone # 885-2726

Amount Requested: \$75,000 One time funding or recurring?

How much money does your organization have in reserve? \$1,201,000

Please provide a description of your organization and how it benefits the community:

CITY TRANSIT SERVICE CONTRACTS WITH GLENSON AREA TRANSIT FOR PROVISION
OF PARE-FREE TRANSPORTATION TO CITIZENS OF OCONEE COUNTY. TRANSPOR-
TATION IS PROVIDED TO EDUCATION, EMPLOYMENT AND SHOPPING OPPORTUNITIES.

What do you propose to accomplish with the funds that you have requested?

USE FUNDS AS LOCAL MATCH FOR STATE AND FEDERAL GRANT FUNDS TO PROVIDE
TRANSIT SERVICE TO OCONEE COUNTY IN AND AROUND THE CITY OF SENECA,
WITH 52% OF SERVICE BEING OUTSIDE CORPORATE LIMITS.

Please explain how prior year's funding was utilized:

PREIOR YEARS FUNDING WAS USED TO OPERATE TRANSIT SERVICE, WHICH
TRANSPORTED OVER 196,000 RIDERS IN THE PAST YEAR.

Please provide a break-down of how this money will be allocated. (Total of break-down should match total amount of request).

\$75,000 WILL BE USED TO MATCH STATE AND FEDERAL MONEY (\$75,000 AND
\$150,000 RESPECTIVELY) TO PROVIDE \$300,000 WORTH OF SERVICE TO AREA IN
AND AROUND CITY OF SENECA.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 9-15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Formal presentation of proposed Oconee County millage for 2009-2010.

BACKGROUND OR HISTORY:

Millage is set each September for the tax year to cover the following expenditures: 1) County, School District and Oconee's share of Tri-County Tee operating budgets 2) Bond payments for the County, School District and Tri-County Technical College. 3) Special projects as set forth by County Council such as Economic Development and Bridges and Culverts.

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

STAFF RECOMMENDATION:

Millage is set in September to provide tax calculations for timely processing of tax notices beginning in October.

FINANCIAL IMPACT:

Millage required to adequately cover Oconee County operations.

ATTACHMENTS

Provided at council meeting.

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:


Ken Nix - Auditor

Department Head/Elected Official



Kendra Brown, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Oconee County, South Carolina
Proposed Millage Rates for Fiscal Year 2009-2010

	Incorporated Mills	Unincorporated Mills
I. County		
County Operations	63.9	63.9
Economic Development	1.0	1.0
Bridges/Culverts	1.0	1.0
Total Local Revenue	<u>65.9</u>	<u>65.9</u>
Fire- Unincorporated		2.9
County Bonds:		
Court House	0.1	0.1
2002 GO Bond	1.3	1.3
Total County Bonds	<u>1.4</u>	<u>1.4</u>
Total County	<u>67.3</u>	<u>70.2</u>
II. School		
School Operations	<u>111.4</u>	<u>111.4</u>
School Bonds:		
2001 School	2.9	2.9
2003 Refunding	2.2	2.2
2004 Refunding	3.6	3.6
2005 School	0.0	0.0
2006 School	1.7	1.7
2007 School	2.1	2.1
2008 School	0.0	0.0
2009 A School	15.7	15.7
2009 B/ 98 SCH (Replaced 1998)	0.9	0.9
2009 C School	1.9	1.9
Total School Bonds	<u>31.0</u>	<u>31.0</u>
Total School	<u>142.4</u>	<u>142.4</u>
III. Tri-County Technical College		
Tri County Operations	2.1	2.1
Tri County Bonds	0.6	0.6
Total Tri County Tech	<u>2.7</u>	<u>2.7</u>
Grand Total Mills	<u>212.4</u>	<u>215.3</u>




Kenneth E. Nix
Oconee County Auditor

415 S. Pine Street
Walhalla, SC 29691
Telephone 864-638-4161
Fax 864-718-1015

Memorandum

To: Oconee County Council Members

From: Kenneth E. Nix, Auditor 

CC: Kendra Brown, Assistant County Administrator/ Finance Director

Date: September 15, 2009

Re: 2009/2010 Tax Levies

Pursuant to Oconee County Ordinance 2009-06 (an ordinance to establish the budget for Oconee County and to provide for the levy of taxes for ordinary county purposes) and Oconee County Ordinance 2009-07 (an ordinance to establish the budget for the School District of Oconee County) for the fiscal year beginning July 1, 2009 and ending June 30, 2010, I submit, on the following enclosures, recommendations for millage to cover the required expenditures.

Also in accordance with SC Code Sections 4-15-150 and 59-71-150, and on the following enclosures, I recommend the appropriate millage to cover bond payments as well as funding bond repayment sinking funds as required by debt covenants. As directed, the balance of such fund(s) shall never exceed the total amount necessary to reasonably meet eighteen months of expected debt service requirement.

In conclusion, please be advised that calculations of the assessed values of properties of Oconee County are based upon the most recent data obtainable and the millage is hereby set on assumptions made by the Auditor based using historical trends as well as current economic conditions. Data is supplied by the Oconee County Assessor, Auditor, Treasurer and from the SC Department of Revenue. Assessed values are constantly changing due to appeals, amendments and changes of residency, therefore conservative estimates are made to adequately meet the budgetary needs of Oconee County. Shortfalls in the assessed values could lead to shortfalls in taxes collected thus requiring budget restraints. The Auditor commits to providing periodic assessment estimates to the Administrator and Finance Director in order to appropriately communicate changes in values that could affect County revenues.

**Oconee County, South Carolina
Proposed Millage Rates for fiscal Year 2009-2010**

	Incorporated Mills	Unincorporated Mills
I. County		
County Operations	63.9	63.9
Economic Development	1.0	1.0
Bridges/Culverts	1.0	1.0
Total Local Revenue	<u>65.9</u>	<u>65.9</u>
Fire-unincorporated		2.9
County Bonds:		
Court House	0.1	0.1
2002 GO Bond	1.3	1.3
Total County Bonds	<u>1.4</u>	<u>1.4</u>
Total County	<u>67.3</u>	<u>70.2</u>
II. School		
School Operations	<u>111.4</u>	<u>111.4</u>
School Bonds:		
2001 School	2.9	2.9
2003 Refunding	2.2	2.2
2004 Refunding	3.6	3.6
2005 School	0.0	0.0
2006 School	1.7	1.7
2007 School	2.1	2.1
2008 School	0.0	0.0
2009 A SCHOOL	15.7	15.7
2009 B/ 98.SC- (Replaced 1998 I)	0.9	0.9
2009 C SCHOOL	1.9	1.9
Total School Bonds	<u>31.0</u>	<u>31.0</u>
Total School	<u>142.4</u>	<u>142.4</u>
III. Tri-County Technical College		
Tri County Operations	2.1	2.1
Tri County Bonds	0.6	0.6
Total Tri County Tech.	<u>2.7</u>	<u>2.7</u>
Grand Total Mills	<u>212.4</u>	<u>215.3</u>

Proposed by:

Kenneth E. Nix
Oconee County Auditor

Approved by Oconee County Council
September 15, 2009

Reginald Dexter
Oconee County Council Chairman

DCONEE COUNTY ASSESSED PROPERTY

CATEGORY	2008 ASSESSED VALUE	2009 ESTIMATED BUDGET	2009 ASSESSED VALUE
RESIDENTIAL REAL ESTATE	\$290,785,290	303,547,578	\$ 305,000,000
ROLLBACK (CONVERSION OF FARM LAND TO OTHER)	5500,000	500,000	\$ 564,200
BOAT/MOTOR	\$4,686,950	4,663,474	\$ 4,419,025
AIRCRAFT	\$284,980	360,990	\$ 227,614
VEHICLES	\$34,000,000	31,100,000	\$ 30,026,027
337 (COUNTY ASSESSED BUSINESS EQUIP & FURNISHING)	\$1,248,110	1,249,250	\$ 1,148,274
537 (STATE ASSESSED EQUIP & FURNISHINGS)	\$5,342,690	6,219,800	\$ 4,501,277
637 & PILOT (SC-ASSESSED MANU. REAL PROPERTY & PILOT)	\$32,500,000	29,975,679	\$ 30,296,503
737 & 837 (SC ASSESSED UTILITIES AND RAILROADS)	\$143,484,700	144,488,920	\$ 142,502,637
BMW/ MTR. CARRIERS (BMW EMP. VEHICLES & ROAD TAX)	\$2,547,375	2,000,000	\$ 2,269,282
LOCK IN (STATE SUPPLEMENT FOR INVENTORY TAX)	\$1,876,270	1,876,270	\$ 1,142,906
GRAND TOTAL COUNTY	\$517,456,365	524,981,961	\$ 522,098,154
IND ABATEMENT(COUNTY ONLY)	(\$46,000,000)	(45,610,090)	\$ (41,049,990)
COUNTY LESS IND ABATEMENT	\$471,456,365	\$479,371,871	\$ 481,048,164
VALUE OF COUNTY MILL			\$ 481.048
VALUE OF SCHOOL MILL			\$ 522.098

**Oconee County
Proposed Millage
FY 2009/2010**



**Ken Nix
Oconee County Auditor**



MILLAGE PROCESS



- Estimates of Assessed Value Provided During Year.
- Budget Preparation – Calculate Budget Revenue Based Upon Assessed Value Estimates.



MILLAGE PROCESS



- Budget Set Prior to End of Fiscal Year
Based upon Revenue Estimates.
- County Ordinances Approved Directing the Auditor to Set Sufficient Millage to Fund Budget and Bond Debt Service.



MILLAGE PROCESS



Data Collection by Auditor

- I. Residential Real Property- Oconee County Assessor – 4% & 6%
- II. Roll Back – Oconee County Assessor – 6%
- III. Boats/ Motors – Oconee County Auditor- 10.5%



MILLAGE PROCESS

- IV. Aircraft – Oconee County Auditor – 6%
- V. 337 (County Business Equipment & Furniture) – Oconee County Auditor- 10.5%
- VI. 537 (State Jurisdiction Equip. & Furniture)
Furnished by SC DOR – 10.5%





MILLAGE PROCESS

- VII. 637 & FILOT (Manufacturing & Fee In Lieu of Tax) Furnished by State Appraiser – 10.5% & 6%
- VIII. 737 & 837 (Utilities & Rail Roads) – Furnished by SC DOR- 10.5% & 9.5% Respectively
- IX. BMW/ Motor Carriers – (State Appropriated Funds – Supplied by Oconee County Treasurer) – 10.5% & Road Tax





MILLAGE PROCESS



- X. Lock In (Inventory Tax) - (State Appropriated Funds – Supplied by Oconee County Treasurer)
- XI. Vehicles (County Residential Owned) - Oconee County Auditor – 6% Resident & 10.5 % Business
- XII. Industrial Abatements (State Incentives for Industry Investments) Supplied by SC DOR.



MILLAGE PROCESS



- These Twelve Categories Make Up the Assessed Value
- Analyze Data – July & August
- Make Conservative Assumptions



MILLAGE CALCULATION PROCESS



- I. Obtain Budgetary Requirements From the Following:
 - A. Oconee County Finance
 1. County Budgetary Needs
 2. SDOC Budgetary Needs
 - B. Treasurer – Bond Debt
 1. County Bonds
 2. School District of Oconee
 3. Tri-County Tec. College

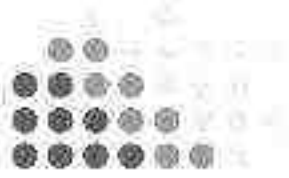


MILLAGE CALCULATION PROCESS

II. Calculate Millage

A. Wait as Long as Possible

B. Cut off Last Friday, September 11, 2009





MILLAGE CALCULATION PROCESS



III. Who Sets Millage Value?

A. County Operating/ School District
Operating Budgets – Administrator,
Finance Director & Auditor

B. Bonds – Auditor



MILLAGE CALCULATION PROCESS



- IV. Present Millage to County Council for Approval.
- V. Process "The Calculate" (Input Millage in Computer System)



MILLAGE CALCULATION PROCESS



- VI. Test Calculate
- VII. Run Tax Roll & Duplicate for Public
Access by September 30th.
- VIII. Mail Tax Notices in Early October.



MILLAGE CALCULATION PROCESS



- IX. Appeals, Amendments, Changes in Assessed Value.
1. Residential Real Estate – Assessed Values Do Not Change -
Unless ...
 2. Value of a County Millage Does Not Change.
 3. Industrial Values Change All Year Long, Vehicles can also
change.



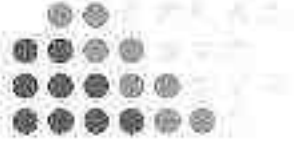
MILLAGE PROCESS



**Cycle Starts All Over for
Next Year**



PROPOSED MILLAGE



Oconee County Assessed Values & Value of Mill



OCONEE COUNTY ASSESSED PROPERTY

CATEGORY 9/1/2008

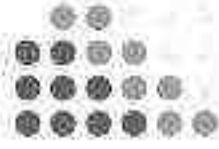
	2008 ASSESSED VALUE	2009 ESTIMATED BUDGET	2009 ASSESSED VALUE
RESIDENTIAL REAL ESTATE	\$290,785,290	303,547,578	\$ 308,000,000
ROLLBACK (CONVERSION OF FARM LAND TO OTHER)	\$500,000	500,000	\$ 554,200
BOAT/MOTOR	\$4,886,950	4,663,474	\$ 4,419,026
AIRCRAFT	\$284,980	360,990	\$ 227,814
VEHICLE	\$34,000,000	31,100,000	\$ 30,026,027
337 (COUNTY ASSESSED BUSINESS EQUIP & FURNISHING)	\$1,248,110	1,249,250	\$ 1,148,274
437 (STATE ASSESSED EQUIP & FURNISHINGS)	\$5,342,690	5,219,800	\$ 4,501,277
837 & PILOT (SC ASSESSED MANU. REAL PROPERTY & PILOT)	\$32,500,000	29,975,679	\$ 30,296,503
737 & 837 (SC ASSESSED UTILITIES AND RAILROADS)	\$143,484,700	144,488,920	\$ 142,502,837
BMW/ MTR. CARRIERS (BMW EMP. VEHICLES & ROAD TAX)	\$2,547,375	2,000,000	\$ 2,268,292
LOCK IN STATE SUPPLEMENT FOR (INVENTORY TAX)	\$1,876,270	1,876,270	\$ 1,142,906
GRAND TOTAL COUNTY	\$517,456,365	524,981,961	\$ 522,098,154
(IND ABATEMENT COUNTY ONLY)	(\$46,000,000)	(45,610,090)	\$ (41,049,930)
COUNTY LESS IND ABATEMENT	\$471,456,365	\$479,371,871	\$ 481,048,184

VALUE OF COUNTY MILL \$ 481,048

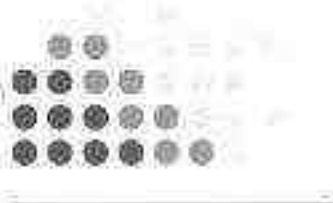
VALUE OF SCHOOL MILL \$ 522,098



PROPOSED MILLAGE



Oconee County 2009/2010 Millage



**Oconee County, South Carolina
Proposed Millage Rates for Fiscal Year 2009-2010**

Incorporated Mills

County Operations	63.9
Economic Development Bridges/Culverts	1.0
Total Local Revenue	65.9

Unincorporated Mills

County Operations	63.9
Economic Development Bridges/Culverts	1.0
Total Local Revenue	65.9
Fire -Unincorporated	2.9
County Bonds:	
Court House	0.1
2002 GO Bond	1.3
Total County Bonds	1.4
Total County	70.2

County Operations	63.9
Economic Development Bridges/Culverts	1.0
Total Local Revenue	65.9
Fire -Unincorporated	2.9
County Bonds:	
Court House	0.1
2002 GO Bond	1.3
Total County Bonds	1.4
Total County	70.2

County Operations	63.9
Economic Development Bridges/Culverts	1.0
Total Local Revenue	65.9
Fire -Unincorporated	2.9
County Bonds:	
Court House	0.1
2002 GO Bond	1.3
Total County Bonds	1.4
Total County	70.2

County Operations	63.9
Economic Development Bridges/Culverts	1.0
Total Local Revenue	65.9
Fire -Unincorporated	2.9
County Bonds:	
Court House	0.1
2002 GO Bond	1.3
Total County Bonds	1.4
Total County	70.2

County Operations	63.9
Economic Development Bridges/Culverts	1.0
Total Local Revenue	65.9
Fire -Unincorporated	2.9
County Bonds:	
Court House	0.1
2002 GO Bond	1.3
Total County Bonds	1.4
Total County	70.2

I. School

School Operations	111.4
School Bonds:	
2001 School	2.9
2003 Refunding	2.2
2004 Refunding	3.6
2005 School	0.0
2006 School	1.7
2007 School	2.1
2008 School	0.0
2009 A School	15.7
2009 B/ 98 SCF (Replaced 1998)	0.9
2009 C School	1.9
Total School Bonds	31.0
Total School	142.4

Total School Bonds	31.0
Total School	142.4

III Tri-County Technical College

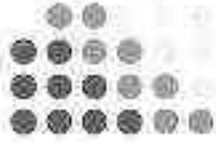
Tri-County Operations	2.1
Tri-County Bonds	0.6
Total Tri-County Tech.	2.7
Grand Total Mills	215.3

Total School Bonds	31.0
Total School	142.4

Tri-County Operations	2.1
Tri-County Bonds	0.6
Total Tri-County Tech.	2.7
Grand Total Mills	215.3



PROPOSED MILLAGE



Comparison of 2008/2009 & 2009/2010 Millage

**OCONEE COUNTY, SOUTH CAROLINA
COMPARISON OF 2008 VS 2009 MILLAGE**

	Mills 2008	Mills 2009	Difference
I. County			
County Operations	64.1	63.9	(0.2)
Economic Development	1.0	1.0	0.0
Bridges/Culverts	1.0	1.0	0.0
Total Local Revenue	66.1	65.9	(0.2)
Fire -Unincorporated	2.9	2.9	0.0
County Bonds:			
County House	1.6	0.1	(1.7)
2002 GO Bond	1.6	1.3	(0.3)
Total County	72.4	70.2	(2.2)
II. School			
School Operations	110.6	111.4	0.9
School Bonds:			
2001 School	2.5	2.9	0.4
03 Refunding	2.3	2.2	(0.1)
04 Refunding	3.2	3.5	0.4
2005 School	2.6	0.0	(2.6)
2006 School	0.9	1.7	0.8
2007 School	3.7	2.1	(1.6)
2008 School	15.0	0.0	(15.0)
2009 A School	0.8	15.7	15.7
2009 B/ 98 School		0.9	0.1
2009 C School		1.9	1.9
TOTAL SCHOOL BONDS:	31.0	31.0	0.0
Total School	141.5	142.4	0.9
III. Tri-County Technical College			
Tri-County Operations	2.1	2.1	0.0
Tri-County Bonds	0.7	0.6	(0.1)
Total Tri-County Tech.	2.8	2.7	(0.1)
Grand Total Mills	216.7	215.3	(1.4)



PROPOSED MILLAGE



Tax Notice Calculation Savings to Taxpayer

2008/2009 Versus 2009/2010 Tax Dollars Due

NON-RESIDENTIAL PROPERTY									
Tax Year	Home Value	Non-Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due	
2008/2009	\$ 100,000.00	6%	\$ 6,000.00	216.7	\$ 1,300.20	-	-	\$ 1,300.20	
2009/2010	\$ 100,000.00	6%	\$ 6,000.00	215.3	\$ 1,291.80	-	-	\$ 1,291.80	
DIFFERENCE (INCREASE (DECREASE) IN TAX)							(1.4)		\$ (8.40)

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)									
Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due	
2008/2009	\$ 100,000.00	4%	\$ 4,000.00	216.7	\$ 866.80	\$ (442.00)	-	\$ 424.80	
2009/2010	\$ 100,000.00	4%	\$ 4,000.00	215.3	\$ 861.20	\$ (445.60)	-	\$ 415.60	
DIFFERENCE (INCREASE (DECREASE) IN TAX)							(1.4)		\$ (9.20)

RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION									
Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due	
2008/2009	\$ 100,000.00	4%	\$ 4,000.00	216.7	\$ 866.80	\$ (442.00)	\$ (212.40)	\$ 212.40	
2009/2010	\$ 100,000.00	4%	\$ 4,000.00	215.3	\$ 861.20	\$ (445.60)	\$ (207.80)	\$ 207.80	
DIFFERENCE (INCREASE (DECREASE) IN TAX)							(1.4)		\$ (4.60)

VALUE OF 1.4 MILLS = \$673,467



PROPOSED MILLAGE



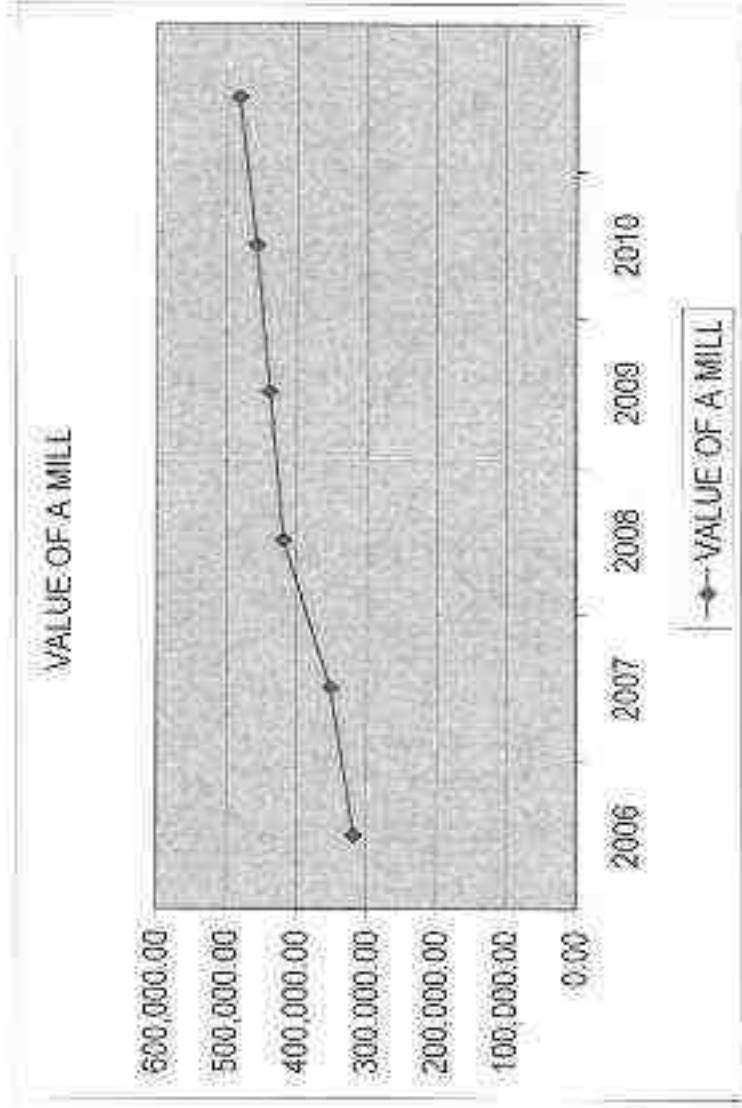
Five Year Trend



VALUE OF MILL TREND

2005-2006 Tax Levy 2006-2007 Tax Levy 2007-2008 Tax Levy 2008-2009 Tax Levy 2009-2010 Tax Levy

Fiscal Year	2006	2007	2008	2009	2010
Percentage	10%	19%	5%	4%	5%



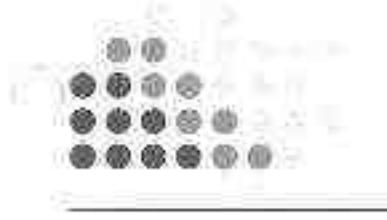


CITY MILLAGE

City	2008/2009	2009/2010	Change	% Increase	2009 Allowable %
Salem	31.0	32.4	1.4	4.52%	4.60%
Seneca	52.3	52.3	0.0	0.00%	3.80%
Walhalla	84.0	84.0	0.0	0.00%	3.80%
West Union	40.3	41.3	1.0	2.36%	3.80%
Westminster	90.7	90.7	0.0	0.00%	3.80%
Keowee Fire		14.5		Per County Ordinance	



PROPOSED MILLAGE



QUESTIONS

Osborne County
Funds/Millage Discussion Update
September 15, 2009

For some time now, there has been a concern expressed that the County has been over-collecting taxes and is unnecessarily accumulating funds that should be returned to taxpayers. The current Council understands this concern, and is in the process of providing a response to its constituents. Our goal is to clear up any concerns or confusion, and to ensure a high level of confidence in our stewardship of County finances.

Three past events certainly have contributed to this concern, namely the 2005-6 County-wide property reassessment, the March, 2006 Duke Energy make-up payment, and the 2006 state legislative action to shift more of the ongoing School requirement from property to sales tax. While each of these alone added complexity to the issue, we're confident that past audits and reviews have demonstrated that collections and disbursements were handled properly. Our focus is on ensuring that current balances and collections are also handled correctly, and accompanied by reasonable explanations.

At the September 3, 2009 Budget, Finance and Administration Committee public meeting, our Finance Director provided an in-depth review of the County's fund balances as of June 30, 2008. This included showing the total funds position of \$34.0 million, broken down as follows:

Reserved	\$11.4 million
Designated	10.3
Undesignated	12.3

These figures will be updated as part of the 2008-9 annual outside audit which is scheduled to be completed by December 31, 2009. For more detail, please go to www.osborneco.com/OVB/OMBreports.html, or call the Finance Office at 864-638-4235.

At the same time, Council has directed our Acting County Administrator and Finance Director to prepare a comprehensive list of all known and anticipated capital and similar large expenses over the next 3-5 years. This list, to include estimated costs, will be prioritized and provide us with an estimate of what our funding requirement will be over and above the normal annual County operating costs. We expect this list to be available for Council and public review on or before October 31. This list will give us a good indication of how much additional funding will be required over this time period.

Council has approved the 2009-10 County budget, as amended, of \$43.3 million. The County Auditor has just provided Council with the 2009-10 millage calculation for Council review and approval. This rate is based upon the approved budget, current assessment records from the Assessor's Office, and related assumptions. This millage rate will be used to prepare our annual tax bills, with the goal of achieving a break-even budget.

Remember that individual taxes can only be reduced if overall spending decreases and/or the tax base increases to lower the millage (assuming agreement on assessed value). Please be assured of Council's continued focus on both wise spending and growing our tax base.

September 15, 2009

ADMINISTRATOR CANDIDATE PROFILE

Walter Munchhelmer

Currently resides in West Palm Beach, Florida.

Education: B.A. in Public Administration, also Master of Business Administration

Director of Financial Management, in Palm Beach County for 8 years.

Approximately 8 total years of experience in Georgia, Florida and California in County Management Areas.

Hal Mason

Currently resides in Garner, NC

Education: Master of Urban Affairs, Bachelor of Arts, Certificates in Economic Development Financing, Real Estate Financing, Industrial Development, Zoning and Capital Budgeting

Approximately 11 total years of experience as City Manager and Assistant City Manager

Leonard Sossamon

Currently resides in Concord, NC

Education: MA Urban Geography, Bachelor of Arts (major in political science, minored in Sociology Certificate in Municipal Administration.

2 - years County Administrator for Newberry, SC and held positions as City Manager and Planning and Community Development Director for the City of Concord, NC for approximately 18 years

Mark Watson

Currently resides in Waxhaw, NC, employed with Union County Government

Education: Bachelor of Science in Business Administration, Executive Development in Human Resources Management, Planning and Zoning, Leadership Development

15 years experience as Director of Personnel with specialized skills in Budgeting and Fiscal Control, Information Technology, and Risk Management.

Kay C. Oibon
HR Director

Oconee County Administration
Office:

417 South Pine Street
Wahalla, NC 28691

Phone: 864-638-4292
Fax: 864-718-7027

E-mail:
kcoibon@occonecounty.org



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 9-15, 2009

COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Oconee Magazine Advertising request.

BACKGROUND OR HISTORY:

Oconee Magazine is a publication published 6 times per year which showcases Oconee County businesses, people and culture, the products and services of the county, and other resources that contribute to the local economy. This magazine is placed in tourism destinations, SC Welcome Centers, businesses and industries, Chambers of Commerce, and State Parks. The magazine is also available for viewing online at www.oconeemagazine.com.

SPECIAL CONSIDERATIONS OR CONCERNS:

The Parks, Recreation & Tourism Commission recommends this expenditure from the 75% Local Accommodations Tax fund of up to \$2,450.00 for 6 advertisements which will feature waterfalls, whitewater rafting, fishing and adventure. This publication currently has a total distribution of 7,500 of which 4,000 are distributed to out-of-county to out of County welcome centers, Table Rock State Park, Caesar's Head State Park, 11 tourist regions and directly mailed to addresses in Pickens, Anderson, and Greenville. This recommendation was approved by the PRT Commission August 24, 2009 by unanimous vote.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review 2001-15 on Procurement Website)
If no, explain briefly: NO- LOCAL ATAX grant.

STAFF RECOMMENDATION:

Approval of expenditure of funds for advertising Oconee County in the Oconee Magazine.

FINANCIAL IMPACT:

Up to \$2,450.00 from the 75% fund of the Local Accommodations Tax. The existing balance of the 75% fund is \$41,175.48. There are three requests this cycle. If all requests are approved, the balance will be \$31,785.48.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

_____ Finance


_____ Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley
Phil Shirley, PRT Director

Approved for Submittal to Council:


Kendra Brown, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 9-15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Local ATAX-Reprint PRT Brochures with updated material and graphics to match existing advertising efforts.

BACKGROUND OR HISTORY:

The Parks and Recreation brochure highlighting the county parks is almost out of stock. This request is to update and reprint 5,000 more copies for distribution. These brochures are available at all the South Carolina Welcome Centers throughout the State and used in promotions, trade shows and mail outs.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (seeley #2001-15 on Procurement's website)
If no, explain briefly: Yes

STAFF RECOMMENDATION:

Approval of expenditure of funds for re-publishing PRT brochures.

FINANCIAL IMPACT:

Up to \$940.00 from the 75% fund of the Local Accommodations Tax. The Parks, Recreation & Tourism Commission recommends this expenditure from the 75% Local Accommodations Tax fund of up to \$940.00 for 5000 9"X12" color brochures. The existing balance of the 75% fund is \$41,175.48. There are three requests this cycle. If all requests are approved, the balance will be \$31,785.48.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

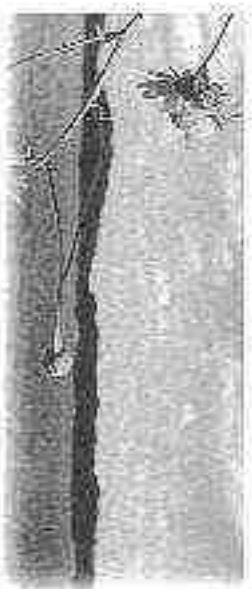
Phil Shirley
Phil Shirley, PRT Director

Approved for Submittal to Council:


Kendra Brown, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



OCONEE COLONY

Located in the foothills of the Blue Ridge Mountains, Oconee Colony provides a gateway to outstanding natural and historic resources in northwestern South Carolina.

Located on the clear waters of Lake Arrowhead, South Lake and High Line are Oconee Colony's premier sand beaches for all ages of beachgoers and surfers. Canoeing, fishing, boating, sailing and water skiing are readily accessible.

Approximate
Square
Feet

Lot #	Approximate Square Feet	Approximate Square Feet	Approximate Square Feet	Approximate Square Feet	Approximate Square Feet
1	100	100	100	100	100
2	100	100	100	100	100
3	100	100	100	100	100
4	100	100	100	100	100
5	100	100	100	100	100
6	100	100	100	100	100
7	100	100	100	100	100
8	100	100	100	100	100
9	100	100	100	100	100
10	100	100	100	100	100
11	100	100	100	100	100
12	100	100	100	100	100
13	100	100	100	100	100
14	100	100	100	100	100
15	100	100	100	100	100
16	100	100	100	100	100
17	100	100	100	100	100
18	100	100	100	100	100
19	100	100	100	100	100
20	100	100	100	100	100
21	100	100	100	100	100
22	100	100	100	100	100
23	100	100	100	100	100
24	100	100	100	100	100
25	100	100	100	100	100
26	100	100	100	100	100
27	100	100	100	100	100
28	100	100	100	100	100
29	100	100	100	100	100
30	100	100	100	100	100
31	100	100	100	100	100
32	100	100	100	100	100
33	100	100	100	100	100
34	100	100	100	100	100
35	100	100	100	100	100
36	100	100	100	100	100
37	100	100	100	100	100
38	100	100	100	100	100
39	100	100	100	100	100
40	100	100	100	100	100
41	100	100	100	100	100
42	100	100	100	100	100
43	100	100	100	100	100
44	100	100	100	100	100
45	100	100	100	100	100
46	100	100	100	100	100
47	100	100	100	100	100
48	100	100	100	100	100
49	100	100	100	100	100
50	100	100	100	100	100
51	100	100	100	100	100
52	100	100	100	100	100
53	100	100	100	100	100
54	100	100	100	100	100
55	100	100	100	100	100
56	100	100	100	100	100
57	100	100	100	100	100
58	100	100	100	100	100
59	100	100	100	100	100
60	100	100	100	100	100
61	100	100	100	100	100
62	100	100	100	100	100
63	100	100	100	100	100
64	100	100	100	100	100
65	100	100	100	100	100
66	100	100	100	100	100
67	100	100	100	100	100
68	100	100	100	100	100
69	100	100	100	100	100
70	100	100	100	100	100
71	100	100	100	100	100
72	100	100	100	100	100
73	100	100	100	100	100
74	100	100	100	100	100
75	100	100	100	100	100
76	100	100	100	100	100
77	100	100	100	100	100
78	100	100	100	100	100
79	100	100	100	100	100
80	100	100	100	100	100
81	100	100	100	100	100
82	100	100	100	100	100
83	100	100	100	100	100
84	100	100	100	100	100
85	100	100	100	100	100
86	100	100	100	100	100
87	100	100	100	100	100
88	100	100	100	100	100
89	100	100	100	100	100
90	100	100	100	100	100
91	100	100	100	100	100
92	100	100	100	100	100
93	100	100	100	100	100
94	100	100	100	100	100
95	100	100	100	100	100
96	100	100	100	100	100
97	100	100	100	100	100
98	100	100	100	100	100
99	100	100	100	100	100
100	100	100	100	100	100



OCONEE PARK LOCATIONS

- HECH PARK**
 From Lexington, South Carolina, take I-95 to exit 100 and take the left onto Highway 170 North. Follow the route into Highway 54 approximately 7.7 miles. Continue on 54 east approximately 1.5 miles. High Falls sign on left. Take the Advance Key and use that of local directions and trail.

- SEE THE SCENE**
 From Highway 172, go west on Highway 54 toward Highway 70. Turn right on the 200 yard highway. The top mountain side is 1.5 miles down Highway 172. Also see signs for Church Hill.

OCONEE PARK

- Over 3000 acres of land, a mix of natural beauty, scenic views, and recreational activities. The park is located in the heart of the Oconee Valley.

For more information, call 803-888-8888 or visit our website at www.oconeepark.com.

OCONEE PARK is a beautiful area with many scenic views and recreational activities. It is a great place to spend a day with family and friends.

Parks & Recreation

IN OCONEE COUNTY



CHAULIAMI COUNTY PARK

located in the confidence of the Legislature, Essex and Guilford Counties, Governor O'Connell's 1965 High Board, Chas. R. Ruffin, Park.

When it is first accepted and Governor's High Board, Chas. R. Ruffin, Park, searching to offer experience.

Visitors can enjoy the magnificent view of the golf course and the surrounding area. Also we offer a self-serve snack bar so that it open to the public. Many of our programs like the park are a unique feature which in the nearby Chatham County, designed a National Wild and Scenic River.



When it is first accepted and Governor's High Board, Chas. R. Ruffin, Park, searching to offer experience. Visitors can enjoy the magnificent view of the golf course and the surrounding area. Also we offer a self-serve snack bar so that it open to the public. Many of our programs like the park are a unique feature which in the nearby Chatham County, designed a National Wild and Scenic River.

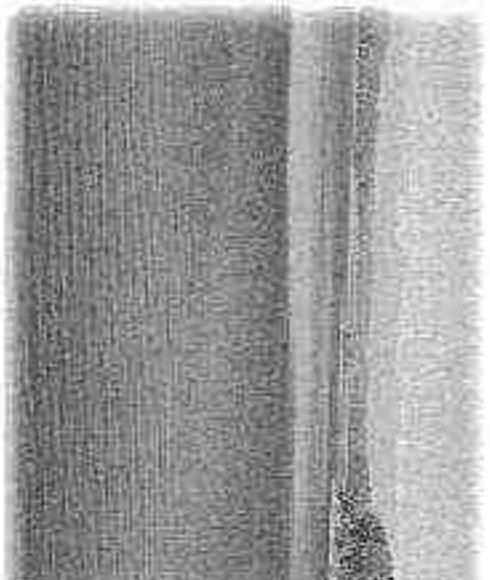
EVERRAIDE
RANGER
JOHNS
BASS
DODGE
POMER
SHELL
MOTOR OIL
BASS
JOHNS
RANGER
EVERRAIDE
DODGE
POMER
SHELL
MOTOR OIL

Advertisement for EverRaide, Ranger, Johns, Bass, Dodge, Pomere, Shell, and Motor Oil.

HIGH FALLS COUNTY PARK

located in the confidence of the Legislature, Essex and Guilford Counties, Governor O'Connell's 1965 High Board, Chas. R. Ruffin, Park.

When it is first accepted and Governor's High Board, Chas. R. Ruffin, Park, searching to offer experience. Visitors can enjoy the magnificent view of the golf course and the surrounding area. Also we offer a self-serve snack bar so that it open to the public. Many of our programs like the park are a unique feature which in the nearby Chatham County, designed a National Wild and Scenic River.



Advertisement for High Falls County Park, featuring a scenic view of the water and surrounding area.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 9-15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Request for Oconee County PRT to participate in the 2009 Southern Women's Show, Savannah, Georgia as an exhibitor.

BACKGROUND OR HISTORY:

The PRT Commission requests the use of up to \$6,000.00 from the 75% fund of the local accommodations tax for all costs associated with having an Oconee County booth at the upcoming *Southern Women's Show*. These funds will cover booth expenses, as well as travel, lodging and per diem for staff and several commission members to work the 3-day show from February 5-7, 2010. The Women's Show Series attracts thousands of women, ages 25-64, who come to shop, evaluate, make decisions and buy. The Women's Show Series, launched in 1982, focuses on fashion, food, fitness, health, business, education, travel, leisure, home and art. This provides an opportunity to showcase Oconee County and the surrounding lakes to the Savannah region. Using funds to promote Oconee County in a way to generate publicity is an acceptable expenditure of local accommodations tax funds. This recommendation was approved by the PRT Commission August 24, 2009 by unanimous vote.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (circle #2001-15 on Procurement's website)

If no, explain briefly: Yes

NO - LOCAL ATAX grant

STAFF RECOMMENDATION:

Approval of use of local accommodations tax funds for operating an Oconee County trade show booth at the Savannah Women's Show February 5-7, 2010.

FINANCIAL IMPACT:

Up to \$6,000 from the 75% fund of the Local Accommodations Tax. The existing balance of the 75% fund is \$41,175.48. There are three requests this cycle. If all requests are approved, the balance will be \$31,785.48.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No

If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley

Phil Shirley, PRT Director


Kendra Brown, Interim Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Request for approval of ATAX grant request from Blue Ridge Arts Council in the amount of \$1,500.00 for Advertising the "Pickens, Oconee and Pendleton (POP) Open Studio" Tour. Request approved in ATAX Committee on 08/26/09. Glenn Abbott abstained from vote due to conflict of interest. Original request was for \$2,500. ATAX Committee recommending \$1,500 based on tourist participation in last year's event.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

ATAX funds will be used to enhance participation in the second annual "Pickens, Oconee and Pendleton (POP) Open Studio" Tour in April, 2010. BRAC's goal is to encourage viewers' attendance from communities more than 50 miles away. Advertisements throughout the region in a variety of media, the design, printing and mailing of invitations, show cards, printing of the exhibition catalog, and advertising for the opening reception will be included in the funded activities.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Department's website)
If no, explain briefly: No-ATAX Grant

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$1,500.00 to the Blue Ridge Arts Council.

FINANCIAL IMPACT:

Current ATAX fund balance is \$34,619.06. We have five ATAX requests this grant cycle. If all five requests are approved by County Council, the remaining balance will be \$335.26.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Blue Ridge Arts Council Grant Request

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**OCONEE COUNTY ATAX GRANT
APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANT

- A. Name of Organization Blue Ridge Arts Council
- B. Address 111 E. South Second St., Seneca, SC 29678

II. FUNDS REQUESTED

- A. ATAX Funds Requested \$ 2,500.00
- B. How will ATAX Funds be used? ATAX funds will be used to enhance participation in the third annual Pickens, Oconee and Pendleton, (POP) Open Studio Tour, for 2010. Advertisement throughout the region in a variety of media, the design, printing and mailing of show cards, printing of the exhibition catalog, maps, signs and advertising for the event will be included in the funded activities.
- C. Estimated percentage of costs directly attributed to attracting or serving tourists? 50%
- D. Funds furnished by your organization: \$3,750.00 Artist Entry Fees
- Matching grant \$ _____ Sources :
Clemson ATAX - \$3,000.00; Pickens County ATAX; Seneca HAT; Oconee Tourism; Easley ATAX and the S.C. National Heritage Corridor are being contacted for additional funding.
- Other Funding: \$2,500.00 Source: Ad Sponsors
- E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet. The attached budget is closely based on the 2008 income/expenses with allowance for inflation.

III. NARRATIVE PROJECT DESCRIPTION

A. Project Titles: Third Annual POP Open Studio Tour 2010

B. Description of projects: The Blue Ridge Arts Council in Seneca, South Carolina is organizing the third annual "POP" Open Studio Tour. The self-guided tour will include artists from Pickens and Oconee Counties, and the Pendleton area, (POP). The community appreciation and support received for the prior events has again prompted representatives from the majority of art-related organizations in the tri-county area to unite and organize this third tour. The tour dates are currently being reviewed and will be held in late April on Saturday 10:00 till 6 PM, and continue on Sunday from 12 noon until 5PM.

Artists and craftsmen will showcase the artistic process through demonstrations at The Blue Ridge Arts Council, (BRAC), and partnering arts related organizations and supporters throughout the region including The Arts Center (Clemson), The Artists' Loft Cooperative, Clemson University's Lee Gallery, Duke Energy, Greater Oconee Chamber of Commerce, Oconee Conservatory of Fine Arts, Oconee Community Theater, Pendleton District Commission, Pickens County Museum of Art and History, Seneca Woman's Club (Historic Ballenger House), and South Carolina Botanical Gardens.

C. Who will benefit from this project? The entire upstate of South Carolina can benefit from the interest generated by advertising this event and the opportunity for our local artists to be seen in such a venue. Friends, families and vacationers will also be attracted to the tour, which will be promoted throughout the state and in neighboring states, such as North Carolina and Georgia. The mission of the tour is to promote the visibility of the working artists and fine craftsmen in the upstate. The artists will benefit by marketing their expertise and growth of their viewing public, forging a link between artists and art enthusiasts will facilitate the connection between an appreciative public and the arts and will educate the viewers about the local arts community.

IV. DATES OF PROJECT

Beginning: April 2010 Ending: April 2010

V. APPLICANT CATEGORY

Government Entity: _____

X Non-profit Organization: Incorporation date 1970

Eleemosynary Organization under IRS Code: IRS #23-7360169

Date of Determination Letter October 1974

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County?

This event offers a unique opportunity for collaboration between communities and counties in the upstate of South Carolina. By joining forces to produce a destination experience that will become a yearly event, the prospect of attracting ever-increasing numbers of friends, families and vacationers to the tri-county area is assured.

Advertising will target not only South Carolina residents, but our neighbors in North Carolina and Georgia as well. The featured maps will include advertising from local merchants and historical sites in the upstate. These methods of promoting the event will bring art enthusiasts to the area; they will utilize our lodging facilities, restaurants and shopping venues while on the tour.

How many visitors/participants attended the event last year and are anticipated this year? 2008 = 2,363; 2009 = 1,536; 2010 = 2,000

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? 2008 = 457; 2009 = 138; 2010 = 200

How many overnight stays were created by this event last year and are anticipated this year? Estimated 20%

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

State wide media press releases, Sandlapper Mag., Greenville News, Anderson Independent, Golden Corner, Lake Living, Mag., & Carolina Arts Mag (N. & S. Carolina), other state-wide magazines and Southeastern publications, Channel 4 in Greenville, and BRAC website & Jinks, Pendleton District Commission website

and links, Heritage Corridor website, SCAC website, Pickens County Arts & History Museum, Arts Center in Clemson.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

BRAC attendance log, Artists will be trained at workshop prior to event on collection of visitor data, standard logs will be utilized by all participating artists.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

BRAC attendance log, website hits and audience responses, community meetings

VII. AUDIT

Does your organization perform an independent audit? Yes X No _____

Name of the Auditor Peter Cooke, Retired CPA, (Volunteer Audit)

VIII. Will your project be using any funds from another group that received ATAX funds? YES

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Bess Clupak Title Executive Director

Signature  Date 8-13-09

Address 111 E. South Second St., Seneca, SC 29678

E-mail office@blueridgeartscenter.com FAX (864) 882-2722

Phone Number (s) 864) 882-2722

B. Alternate Contact Cindy Blair Title BOD Secretary

Address 111 E. South Second St., Seneca, SC 29678

E-mail office@blueridgeartscenter.com FAX (864) 882-2722

Signature  Date 8-13-09

Phone Number (s) (864) 882-2722

PICKENS, OCONEE, PENDLETON OPEN STUDIO TOUR - "POP" 2010

INCOME:				
Artist 75 @ \$50.00	\$	2,550.00	\$	3,750.00
Grant - Clemson ATAX			\$	3,090.00 Approved
Grant - Easley ATAX			\$	6,000.00
Grant - O.C. Arts & Historical Commission			\$	-
Grant - O.C. ATAX	\$	2,500.00	\$	2,500.00 Submitted
Oconee Tourism Committee	\$	500.00	\$	2,500.00
Grant - Pickens County	\$	4,000.00	\$	5,000.00
Seneca - KAT	\$	1,500.00	\$	2,500.00
Seneca - KAT	\$	1,500.00	\$	-
Seneca Women's Club	\$	1,000.00	\$	-
Heritage Comdor	\$	1,000.00	\$	2,500.00
Sponsors	\$	400.00	\$	2,500.00
TOTAL INCOME	\$	14,550.00	\$	29,250.00
Unrestricted	\$	3,050.00	\$	6,250.00
Restricted	\$	11,500.00	\$	23,000.00

Walhalla Merchants Assn.

2009 Oktoberfest on Main Street

total

Expenditures		
Line Item - Categories		Amount
Entertainment Manager / MC		\$250.00
Musical Entertainment:		\$2,000.00
German Music		-
Bluegrass Music		-
Contemporary Family Music		-
German Dancing		-
Country/Bluegrass Dancing		-
Native American Music / Dancing		-
	Total:	\$2,250.00
Outside County - Advertisement		
WYFF- Channel 4 TV Station - Greenville SC		\$3,050.00
Fox Carolina Ch 21 TV Station - Asheville/Greenville		\$2,195.00
GA/Carolina Brdcsng 220@30 sec Northeast GA / Western NC		\$1,200.00
WRGC Radio Station - Sylvia NC		\$675.00
WSGC Radio Station - Elberton GA		-
WNEG Radio Station - Toccoa GA		-
WRBN Radio Station - Clayton GA		-
WNCC Radio Station - Franklin NC		-
WHLC Radio Station - Highlands NC		\$292.50
The Toccoa Record - Newspaper Advertisement		\$700.00
The Hartwell Sun - Newspaper Advertisement		\$92.50
The Franklin County Citizen - Newspaper Advertisement		\$92.50
Independent Mail - Newspaper Advertisement		\$756.50
Blue Ridge Country Magazine		\$200.00
Internet Advertising - Upstate Today & Daily Msgr - Pickens		\$300.00
	Total:	\$9,554.00
Local Advertisement & Fliers		\$500.00
Helium Balloons		\$110.00
Ports-Bathrooms		\$300.00
Postage		\$150.00
	Expenditures Grand Total:	\$12,864.00
Projected Income		
Arts & Crafts Vendor Fees		\$1,250.00
Oconee County ATAX Grant		\$9,554.00
Arts & Historical Commission Grant		\$1,250.00
Walhalla Merchants Assn General Fund		\$1,152.00
	Total:	\$12,864.00

ATAX

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

ATAX grant request- Blue Ridge Arts Council in the amount of \$88.80 for advertising the "Two Pine Folk" Art Show. This request was approved in ATAX Committee meeting on 08/26/09. Glenn Abbott abstained from voting due to conflict of interest. A second request for \$588.80 to advertise a show called "Energy" was denied as the committee recommended the two shows be advertised together being only two weeks apart.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

The "Two Pine Folk" show is an opportunity for visitors to view the nature and caliber of the work. Better advertising will draw more visitors to Oconee County. The publicity will open a door for art enthusiasts to discover what Oconee County has to offer.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No-ATAX grant disbursement (review 2001-15 on Procurement's website)

If no, explain briefly:

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$588.80 to the Blue Ridge Arts Council.

FINANCIAL IMPACT:

Current ATAX fund balance is \$34,619.06. We have five ATAX requests this grant cycle. If all five requests are approved by County Council, the remaining balance will be \$335.26

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much: Seneca HAT 5150.00

ATTACHMENTS

Blue Ridge Arts Council Grant Request

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:

Phil Shirley - PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization Blue Ridge Arts Council

B. Address 111 E. South Second St., Seneca, SC 29678

II. FUNDS REQUESTED

A. ATAX Funds Requested: \$ 588.80

How will ATAX Funds be used? ATAX funds will be used to enhance participation in the upcoming "Two Fine Folk" exhibit featuring local artist Kent Ambler.

It is our goal to encourage viewers' attendance from communities more than 50 miles away from Oconee County. Advertisement throughout the region in a variety of media, the design, printing and mailing of invitations, show cards, printing of the exhibition catalog, and advertising for the opening reception will be included in the funded activities.

B. Estimated percentage of costs directly attributed to attracting or serving tourists? 20%

D. Funds furnished by your organization: \$ 250.00

Matching grant \$ -0- Source: _____

Other Funding: \$ 150.00 Seneca HAT

E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.



III. NARRATIVE PROJECT DESCRIPTION

A. Project Title: "Two Fine Folk"

B. Description of project: This show will feature Kent Ambler a local award winning wood cut artist.

C. Who will benefit from this project?

The entire county can benefit from the interest generated by advertising this show and the opportunity for visitors to view the nature and caliber of the work. Friends, families and vacationers will also be attracted to the show, which will be promoted throughout the state.

Increased advertising throughout North and South Carolina by BRAC will draw more visitors to Oconee County. This, in turn, will also create the opportunity for promotion of other area points of interest.

IV. DATES OF PROJECT

Beginning November 20 - Ending December 19, 2009

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date 1970

Eleemosynary Organization under IRS Code: IRS # 23-7360169

Date of Determination Letter October 1974

VI. DEMOGRAPHIC DATA

How many visitors/participants attended the event last year and are anticipated this year? New event, no specific data available. An artist of comparable skill brought in 343 visitors in 2008. Attendance is expected to increase based on age and medium.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? New event, no data available. An artist of comparable skill brought in 51 tourists in 2008. Attendance is expected to increase based on age and medium.

How many overnight stays were created by this event last year and are anticipated this year? See above response

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?
Website updates, Greenville News, Anderson Independent, Sandlapper Magazine, Carolina Arts publication, Arts Daily (website of SCAC), Laurel Magazine of Highlands and Cashiers, NC., Lake Living, SC Mountain Lakes Today.

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) BRAC attendance log.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

Records for demographic data include guest log, website hits and phone contacts.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor Peter Cooke

VIII. Will your project be using any funds from another group that received ATAX funds? Yes, City of Seneca's Hospitality & Accommodations Tax

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name: Bess Ciupak Title: Executive Director

Signature 

Date 8/25/09

Address 310 Lake Winds Ct., Seneca, SC 29672

E-mail ciupaks@aol.com

Fax No: (864) 882-2722

Phone Number (s) 864-882-9131

B. Alternate Contact: Cindy Blair Title: Grants Writer

Signature 

Date 8/25/09

Address 738 Old Seneca Rd. Central, SC 29630

E-mail: linemaven@bellsouth.net Fax No: (864) 868-2878

Phone Number (s) 864-868-2878 or 864-973-3921 (cell)

"TWO FINE FOLK" EXHIBIT
BUDGET

	A	B	C	D	E	F	G
	DESCRIPTION	GRANT REQUEST	Ref/Quote	amount			Seneca HAT
1							
2							
3	Reception	\$ 250.00	Brac				
4							
5	Printing / Postage:						
6	Postcards & Postage	\$ 194.00	East Park	\$ 155.00			
7			Postage	\$ 30.00			
8	Programs & Inserts	\$ 226.00	East Park	\$ 225.00			
9	Posters / Tags	\$ 50.00	Brac	\$ 50.00			
10							
11							
12	Total Printing \$469.00 @ 20% =	\$ 93.80					
13	Ads						
14	Greenville	\$ 140	Split / Energy	\$380.00			
15							
16	Anderson Independent	\$ 100.00	Split - Energy				
17	Carolina Arts - Amber & Threadheads	\$ 255.00	Shoesring	Now/Dec			
18	Daily Journal						\$ 160.00
19	Total Advertising	\$ 456.00					
20							
21	TOTAL REQUEST	\$ 688.80					
22							
23							
24							

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

ATAX grant request from West Oak Young Farmers Agribusiness Association in the amount of \$22,050.00 for Advertising the Carolina Foothills Heritage Foothills Fair via Internet, network television, magazine, and special interest papers/publications. Request approved in ATAX Committee on 08/26/09. With this being a first year show, ATAX committee highly recommended that attendance logs be maintained to prove tourist participation for future funding.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. Those reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

Due to amount of request this cycle, the ATAX committee approved 90% of the original request which was \$24,500.00. ATAX funds will be used to enhance participation in the Carolina Foothills Heritage Fair. The fair will focus on music, arts, crafts, livestock, heritage plants and crops designed to attract visitors from Georgia, North Carolina and South Carolina.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (insert #2001-15 on Procurement website)
If no, explain briefly: NO-ATAX grant

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$22,050.00 to the West-Oak Young Farmers Agribusiness Association.

FINANCIAL IMPACT:

Current ATAX fund balance is \$34,619.06. We have five ATAX requests this grant cycle. If all five requests are approved by County Council, the remaining balance will be \$335.26

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much:

Local ATAX	\$ 2,500.00
Merrill Johnson Atty.	\$10,000.00
Roger's Design Studios	\$30,000.00
Farm Bureau Insurance	\$ 3,498.00
Diner Water	\$ 2,150.00

ATTACHMENTS

West Oak Young Farmers & Agribusiness Association Application

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

I. APPLICANT

A. Name of Organization West Oak Young Farmer + Agr. business Assoc.

B. Address 1/2 West Oak High School
130 Warner Ln. Westminster, SC 29693

A. FUNDS REQUESTED

B. ATAX Funds Requested \$ ~~24,500~~ ^{24,500} (or ~~\$10,000~~ ^{no will be audited. overall budget is \$147,165.})

C. How will ATAX Funds be used? Advertising for Carolina

Foot Hills Heritage Fair

E. _____

F. Estimated percentage of costs directly attributed to attracting or serving
a. tourists? 30%

G. Funds furnished by your organization \$ 24,000 + road grading, water line
material, back

H. Matching grant \$ 2500 ^{10,000} Source Oconee ATAX
Marcell John, attorneys flow valve, youth
activities

I. Other Funding \$ 30,000 ^{10,000} Source Bayes Design Studio - graphics / web page design
3440 ^{2,500} Farm Bureau Insurance 2,500 Dinner water

Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED.** attach on a separate sheet. (See attached sheet)

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Carolina Foot Hills Heritage Fair

B. Description of project An old-fashioned "county" agricultural
and cultural fair focusing in music, arts, crafts,
livestock, heritage plants and crops designed to
attract tourists from Georgia, North Carolina, South Carolina

C. Who will benefit from this project? Everyone who attends as
well as businesses in

Oconee ATAX Grant Application
Oconee County such as restaurants, visitors,
gas stations and other accommodations businesses.

*West Oak
High School*

*low state as
well as local*

Several businesses in the Four Play area will benefit from purchases of materials & supplies but others restaurants, hotels in Seneca, North Carolina will gain revenue from visitors as well.

IV. DATES OF PROJECT

Beginning 10/20/09 ~~10/22~~ Ending 11/02/09 ~~10/25~~

V. APPLICANT CATEGORY

Government Entity

Non-profit Organization: Incorporation date 1983 (local chapter under state charter)

Eleemosynary Organization under IRS Code: IRS # 57-6027768

Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? It will attract visitors from Georgia, North Carolina and other parts of South Carolina.

How many visitors/participants attended the event last year and are anticipated this year? We are planning for 1500 + 2000 per day this first year - hoping and insuring for 5000/day.
How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? We believe it will be half the total.

How many overnight stays were created by this event last year and are anticipated this year? We do not know yet.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County? Internet, television, magazine, special interest papers/publications

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) We will provide evidence after the event.

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) We will keep a record of website hits as well as a state "tag" count from vehicles and a brief "survey" of visitors.

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor Gary Duveman of UBS

VIII. Will your project be using any funds from another group that received ATAX funds? We received \$2500 from Oconee Arts and Historical Commission.

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name Green M Phair Title Sponsor

Signature [Signature] Date 8/10/09

Address 320 Coyote Ln (or 90 School)

E-mail gmphair@oconee.k12.ga.us tokeenac@innova.net

Phone Number (s) 864-972-3192(h) 864-886-4530 864-247-7843

B. Alternate Contact _____ Title _____

Address _____

E-mail _____ Fax No. _____

Signature _____ Date _____

Phone Number (s) _____

ATAX Grant Processing Report

Carolina Foothills Heritage Fair
Budget Estimate
05/01/09

Road and Parking Area Preparation (gravel, grading, ditching)

\$44,645.00 - \$158,000.00

Currently up for debate between our request and county administrator's request
Will be decided at council meeting 05/19/09

Fire Ant Treatments: 60 acres @ \$11.00 per acre (fuel and chemicals)

\$ 660.00

Water Tap

\$ 2150.00

Water Back Flow Valve

\$ 340.00

Water Line Installation (158' CPVC pipe, fittings and installation)

\$ 4292.00

Banners and Signs

\$10,000.00

Promotional Mailings/PO Box

\$ 1200.00

Web Page Hosting

\$ 150.00

Tent and Table Rentals

\$ 9280.00

Port-o-let Rental

\$ 3000.00

Insurance

\$ 3498.00

Concert Performers

\$ 4650.00

Livestock premiums/awards/judges

\$ 6,000.00

Youth Activities (Pumpkin seed, corn seed, maze preparation, paint, balloons etc)

\$ 5500.00

Pony Rides (four days @ \$400.00/day)

\$ 1600.00

Advertising (TV, Radio, Print) *ATAK Budget Items*

\$50,000.00

TOTAL (Estimated)

\$147,165.00

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

ATAX grant request from Oconee Community Theatre in the amount of \$1,545.00 for advertising the upcoming shows. Request approved in ATAX Committee on 08/26/09.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

Due to lack of funds, the ATAX committee approved 90% of the original request which was \$1,714.00. ATAX funds will be used to advertise Oconee Community Theatre's 2009-2010 season with Billboard advertising on major highways, Oconee Magazine, brochures, and website.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (see Ord #2001-15 on Procurement's website)
If no, explain briefly: NO-ATAX Grant

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$1,545.00.00 to the Oconee Community Theatre.

FINANCIAL IMPACT:

Current ATAX fund balance is \$34,619.06. We have five ATAX requests this grant cycle. If all three requests are approved by County Council, the remaining balance will be \$335.26.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No
If yes, who is matching and how much:

ATTACHMENTS

Oconee Community Theatre Grant Application


Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**OCONEE COUNTY ATAX GRANT
APPLICATION FORM
FOR TOURISM RELATED PROJECTS**

I. APPLICANTA. Name of Organization Oconee Community Theatre, Inc.B. Address P. O. Box 291 Seneca, SC 296791001 Lilia Street Seneca, SC 29678**II. FUNDS REQUESTED**

Comment [1482]

A. ATAX Funds Requested \$ 1714.00B. How will ATAX Funds be used? Funds will be used to advertise Oconee Community Theatre's 2009-2010 Season in Anderson and Pickens Counties through Billboards, print advertising including Coffee News, Oconee Magazine, and Brochures, and user friendly website.**Billboards:**Fairway Outdoor (only billboard company that has boards in both areas)The Anderson Location: 6241 Hwy 76/28 (Clemson Blvd) 200 R E/O Michelin Dr NSSize: 12' X 25' Facing: EastPopulation: 18+ 133,500Theasley Location: 6254 Hwy 121 (1.1 mi E/O Hwy 135 NXSize: 12'x25' Facing: WestPopulation: 18+ 55,500**News Advertisements**Coffee News1 Editions covering Anderson, Seneca/Westminster/Walhalla/W Union, Clemson/Pendleton/CentralSize: 2' x 2'Population: 20,000-30,000 People read Coffee News each week

Complete ATAX Application (Required)

Oceano Magazine

Available at SC Welcome Centers and SC State Parks and visitor's offices, highlighting Oceano's real estate and retail to visitors.

Size: Full page 8 1/2" x 11"

Population: All of South Carolina - Packaged for Business & Industry and tourism developments

Website**G&A Productions**

Redesign our current website to make it more user friendly in increase hits to our site from potential tourists.

Population: The World

Innova Communications

Host our website making it available to all patrons.

Population: The World

Season Brochure

Creative Explosions: A young interactive company producing wonderful eye catching graphics to encourage reading of our Season Brochure. The Season Brochures will be placed at all Welcome Centers and along the Heritage Corridor.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? \$ 8579.75 (100%)

III. Funds furnished by your organization \$ 6865.75

Matching grant \$ 0

Other Funding \$ 0

III. Provide an itemized budget. **THIS IS REQUIRED**, attach on a separate sheet.

Complete ATAX Application (Required)

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title: Promote Oconee Community Theatre's 2009-2010 Season

B. Description of project: Oconee Community Theatre (OCT) will be using several forms of advertising including Bill boards, Coffee News, Oconee Magazine, and a fabulous website these outlets will help to target patrons from outside Oconee County. The target areas are Anderson and Pickens Counties and outlying areas with the intent to continue established name recognition, awareness, and capturing interest in bringing people to Oconee County for entertainment at Oconee Community Theatre.

This will be obtained by continuing with our strategically placed billboard panels. One poster panel placed in Anderson County and one poster panel in Pickens County to promote our Season Opener South Pacific. These are placed on major roads leading into Oconee County. We have secured the our same general locations that we have used for the last three years.

See attached invoice from Fair-Way Outdoor

Our Coffee News ads have been a great success so far. We started with Coffee News during our 2008-2009 Season. We have found through patrons visiting our Theatre that enjoy this uplifting and light hearted publication. We have receive a lot of feedback encouraging this advertisement and capturing interests in bringing people to Oconee County for entertainment at OCT.

See attached demographics and locations from Coffee News

Oconee Magazine is a brilliantly colorful magazine that not only targets key decision makers in Oconee county but it is also available at SC Welcome Centers, State Parks, and visitors' offices, highlighting real estate, retail, and entertainment to visitors. It is also packaged for Business & Industry and tourism development. We will have a full page ad in the Aug Edition to promote the entire 2009-2010 Season.

See attached proposal from Oconee Magazine

Creative Explosions we hired the young innovative graphic artist to design and print our 2009-2010 Season Brochures. They are both informative and eye catching. Our brochures are placed in welcome centers and across the heritage corridor.

See Attached Season Brochure

GPA Productions is helping to bring our website into the 21st century. They will be revising, updating and maintaining the Oconee Community Theatre Web Site. This will keep up on the cusp of our changing world. We have included a new blog feature through www.facebook.com. In our tech savvy world we have found adding these social features brings many people to our site. We also include links to local businesses that are our supports. We have found that our patron support these businesses that support OCT and the fine arts.

See attached proposal from GPA Productions

Innova Communications is a local webhosting company that we have been using for years for both our internet service, and for web hosting. We are only asking for a percentage of the cost for webhosting. This service will allow us to reach the internet savvy population.

See attached paid invoice from Innova Communications

C. Who will benefit from this project? Oconee County is the targeted benefactors. OCT produces wholesome family entertainment for the entire family to enjoy. OCT will benefit with increase revenues from our patrons outside of Oconee County. Local motels and restaurants will benefit from increased occupancy and food sales. Additionally, local merchants will benefit from this increased traffic as these out of town patrons will shop local stores, buy gas, and related items during their stay in Oconee County. Another huge benefit to the local business is our playbill listing local supporters. From local hotels to restaurants they are all listed in our playbill, and we have found that our patrons are very supportive of those that support OCT, and the fine arts.

IV. DATES OF PROJECT

Beginning Aug 2009 Ending Aug 2010

V. APPLICANT CATEGORY

Government Entity: _____

Non-profit Organization: Incorporation date Oct 1971 Fed ID 23-7228997
 Employer: ACTAX Applications (Spartan)

Eleemosynary Organization under IRS Code: IRS # _____

Date of Determination Letter _____

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County? OCT is presently a major tourism draw in the county. With the advertising program, we will attract patrons from outside our county that otherwise would not visit and spend money in Oconee. As a result of this promotion we will be able to attract more patrons to our shows, increasing revenues for local businesses as a result of our patron's theatre activities. For every dollar spent at the theatre our patrons spend five times that amount at local hotels, restaurants, and shops.

Page 2

Oconee County, GA Arts Council Application (Rev. 12/2007)

How many visitors/participants attended the event last year and are anticipated this year? We drew over 5000 attendees this past 2008-2009 Season. We anticipate a return to at least our average this 2009-2010 Season of 8400 attendees.

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? On average we have 8400 patrons per season, and 20% of those are from out of town. Attached is a copy of our 2008-2009 mailing list highlighted in pink are our patrons from outside of the area.

How many overnight stays were created by this event last year and are anticipated this year? From 2006-2007 Season to the 2007-2008 Season we had a 10% increase.

How do you plan to advertise this event beyond a 50 mile radius of Oconee County? We are continuing with our Billboard Campaign, Coffee News ad, Brochures, and placing a ad in the Oconee Magazine and the internet website. The Billboards will be in areas that have a high concentration of non-Oconee county residents. We are also strategically placing season Brochures, and advertising in news papers, and sending out OCT newsletter (The Spotlight). Our goal is to attract more out of county patrons to our theatre.

See attached Brochure
See attached Spotlight Newsletter
See attached Coffee News
See attached Oconee Magazine

Oconee County, GA Arts Council Application (Revised)

See attached photo of past billboards

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

See attached letter from the Greater Oconee Chamber of Commerce

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) We will have guest log for patrons visiting the Theatre, phone logs from reservation line, the new website has a site tracker that will allow me to see the demographic patrons who frequent the site. Also have available the demographics for our news print advertisements.

See Attached mailing list
See Attached website hits count

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor: Roger A. Haerzgi, CPA 534 Giesberg Drive, Sunset, SC 29685 (864) 868-4950 email: lorecca@aol.com

VIII. Will your project be using any funds from another group that received ATAX funds? No

Page 2

Oconee County ATAX Grant Application (Rev. 4/04)

Complete ATAX Application (Required)

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name: Kristy McElroy Title: Executive Director

Signature:  Date: July 15, 2009

Address: P.O. Box 291 Seneca, SC 29679


E-mail: manager@oconotheatre.org Fax No: 864-882-1910

Phone Number (s): 864-882-1910 and cell 864-784-0820

B. Alternate Contact: Herschel Harper Title: Board President

Address: P.O. Box 291 Seneca, 29679

E-mail: hharper@oconotheatre.org Fax No: _____

Signature:  Date: 7/15/09

Phone Number (s) 864-882-1910 or 864-723-7151

File:

C:\Program Files\WAX\Grants\Application (Rev 05/08)

Complete ATAX Application (Required)

Tourism Budget	Amount	Paid By	ATAX GRANT ALOTED FOR
FAIR-	\$1736	\$22 OCT	\$1,714 ATAX
WAY/BILLBOARDS			
COFFEE NEWS	\$2880	\$2880 OCT	\$0 ATAX
O'CONNOR	\$875	\$875 OCT	\$0 ATAX
MAGAZINE			
BROCHURES	\$1348	\$1348 OCT	\$0 ATAX
WEBSITE	\$1740	\$1740 OCT	\$0 ATAX
TOTAL	\$8579.75	\$6865 OCT	\$1,714 ATAX

We will be using the ATAX Monies received to pay for our Billboard advertisement.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

ATAX grant request from Walhalla Merchants Association in the amount of \$8,600.00.00 for Radio/TV/Newspaper/Magazine Advertising to promote 2010 Oktoberfest. Request approved in ATAX Committee on 08-26/09 by a unanimous vote.

BACKGROUND OR HISTORY:

State ATAX funds are received quarterly and 65% of those funds are Tourism Related funds that are to be disbursed as recommended by the ATAX committee and approved by County Council. All ATAX grant recipients are required by state law to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant. These reports are placed in the grant folder, which is kept active by the ATAX chairperson until the grant is considered complete, and then it is stored by the PRT office.

SPECIAL CONSIDERATIONS OR CONCERNS:

Due to lack of funds, the ATAX committee approved 90% of the original request which was \$9,554.00. The Oktoberfest is held yearly in Walhalla to celebrate the City of Walhalla heritage and the cultural history of Oconee County including cultural music, entertainment, and arts and crafts.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? No.
If no, explain briefly: ATAX Grant.

STAFF RECOMMENDATION:

Approval of ATAX grant request of \$8,600.00 to the Walhalla Merchants Association.

FINANCIAL IMPACT:

Current ATAX fund balance is 534,619.06. We have five ATAX requests this grant cycle. If all five requests are approved by County Council, the remaining balance will be \$335.26.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: No.
If yes, who is matching and how much:

ATTACHMENTS

Walhalla Merchants Association Grant Application

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

OCONEE COUNTY ATAX GRANT APPLICATION FORM TOURISM, ADVERTISING & PROMOTION

new

I. APPLICANT

- A. Name of Organization Walhalla Merchants Assn.
- B. Address 324 E. Main St. (Nanny Sewing Press - (Candle Creations))
Walhalla SC 29691

II. FUNDS REQUESTED

- A. ATAX Funds Requested \$ \$9,554.00
- B. How will ATAX Funds be used? All Advertising Media Outlets of Oconee County and Tri State Area NC/VA/SC including but not limited to TV, Radio, Magazines, and Newspaper Advertising. See Attached Itemized Budget Request.
- C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%
- D. Funds furnished by your organization \$ 1,152.00
 Matching grant \$ 1,250.00 Source Oconee Co. Arts & Historical Commission
 Other Funding \$ 9,554.00 Source Oconee Co. ATAX Grant
- E. Provide an itemized budget for your event and for allotted funds. **THIS IS REQUIRED**, attach on a separate sheet.

III. NARRATIVE PROJECT DESCRIPTION

A. Project Title 2009 OKTOBERFEST ON MAIN STREET 17/11/09

B. Description of project 3 Day Event - October 16-18, 2009 (Fri-Sun)

Celebrate the Heritage of the City of Walnut VA, Inclusive of the Cultural & Heritage of Orange Co. This Includes Cultural Music & Entertainment, Arts, Crafts, and Food of German-American Culture

C. Who will benefit from this project? Expects 10,000+ Occupants, Day Tourists, and Visitors. Inclusive of Orange CVB, PET, Restaurants, County & State Parks, and the Businesses of Walnut VA. All of Which Showcase Walnut VA's Unique Culture & Heritage

IV. DATES OF PROJECT

Beginning 16 October 2009 Ending 18 October 2009

V. APPLICANT CATEGORY

Government Entity

Non-profit Organization. Incorporation date 20 April 1992

Eleemosynary Organization under IRS Code: IRS # 24-0157169-1

Date of Determination Letter

VI. DEMOGRAPHIC DATA

How will the project influence tourism in Orange County? Attracting Tourism and Out of State/Out of County/Overseas Visitors to Visit, Stay, and Return to Orange County for their Next Vacation or Weekend Get-away

How many visitors/participants attended the event last year and are anticipated this year? 2009 = ± 9,000 Anticipated 10,000 + Accommodate
2008 = ± 9,000

How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year? Survey Est. 45%

How many overnight stays were created by this event last year and are anticipated this year? 2008 - Est. ± 650 - Hotel 15 / Motel 13 / 598
2009 - Est. ± 900 County / State Parks

How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

TV Radio Magazine Newspaper Advertising
See Attached Line Item Breakdown

What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) See Attached

What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Guest Logs, Vendor Contracts, Review Surveys

Data Collected Includes: (1) Age Grouping
Website Hit Counts, Times Duration, State & County Accommodations Reports
Accommodations Reports

VII. AUDIT

Does your organization perform an independent audit? Yes No

Name of the Auditor Helen Wisniewski - H&R Block West Union

VIII. Will your project be using any funds from another group that received ATAX funds? yes

I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project and that all information required for final reporting MUST be detailed when project is complete.

A. Contact Name NANCY L SCHWERY Title President new
 Signature Nancy L Schwery Date 3/9/09
 Address 324 E. MAIN ST., WALHALLA, SC
 E-mail NANCYSCHWERY@ Fax No. _____
YAHOO.COM
 Phone Number (s) 864-710-9213

B. Alternate Contact JOHN THOMAS Title TREASURER
 Address 420 E. Main St
 E-mail DOLO9283@ Fax No. _____
WELLS FARGO
 Signature John Thomas Date 3-9-09
 Phone Number (s) 864-638-7700

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: Sept. 15, 2009
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

ATAX Expenditures for the 30% ATAX fund distributed to the Oconee Tourism Commission, a Commission representing the Chambers of Commerce within Oconee County

BACKGROUND OR HISTORY:

In accordance to SC Code of Laws 6-4-10 (3), Oconee County selected the Chambers of Commerce collectively in 1992 through the Oconee Tourism Commission to manage this fund. The Oconee Tourism Commission is made up of seven members representing all three Chambers of Commerce including 3 from the Greater Oconee Chamber, two from the Greater Waihalla Chamber and two from the Greater Westminster Chamber. The Oconee Tourism Commission shall submit for approval a budget for the planned expenditures to County Council. This will be done twice a year in July and September following the receipts of the 3rd quarter and 4th quarter checks.

SPECIAL CONSIDERATIONS OR CONCERNS:

This budget was approved by unanimous vote at the September 1, 2009 meeting of the Oconee Tourism Commission.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (refer #2001-15 on Document's website)
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Approval of budget of planned expenditures

FINANCIAL IMPACT:

\$10,600 with funds coming from the 30% fund of the State ATAX balance. If approved, the remaining balance would be \$5,475.67

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Proposed Budget


Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Phil Shirley, PRT Director
Department Head/Elected Official


Kendra Brown, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Geonne Tourism Commission
30% ATAX Proposed Budget
September 2009

<u>Current Balance:</u>	<u>\$16,075.67</u>
Walhalla Civic Auditorium advertising	\$2,000
Blue Ridge Arts Council POP tour	\$2,000
Westminster Chamber Advertising	
Living in South Carolina	\$1,240
Golden Corner Today	\$275
Tooeva Record	\$202.75
Hartwell Sun	\$205.25
Clayton Radio	\$150
Easley Newspaper	\$227
Oktoberfest Advertising	
Northeast Ga Radio	\$720
Western NC Radio	\$880
Parents Magazine	\$875
Geonne Magazine	\$900
Today Magazine	\$305
Living in South Carolina	\$620
Total Budget	\$10,690
Remaining Balance	\$5475.67

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Lease Extension with Duke Energy for South Cove and High Falls County Parks

BACKGROUND OR HISTORY:

Oconee County has leased land along Lake Keowee from Duke Energy at no cost since the early 1970's to operate High Falls and South Cove County Parks. In an effort to continually qualify for available grants, it is necessary that we extend our long term control of the property and the lease agreement with Duke Energy.

SPECIAL CONSIDERATIONS OR CONCERNS:

Current lease with Duke Energy set to expire 2022. The lease extension will extend the lease through September, 2038.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (refer #101-13 on Procurement's website)
If no, explain briefly: N/A

STAFF RECOMMENDATION:

Approval of lease extension to operate South Cove and High Falls County Parks

FINANCIAL IMPACT:

Continued annual budget for operations at South Cove and High Falls County Parks.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available? Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Lease Extension


Reviewed By/ Initials:

County Attorney Finance Grants Procurement

Submitted or Prepared By:

Phil Shirley, PRT Director
Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PREPARED BY: Karol P. Mauk, Associate General Counsel, Duke Energy

Site: 007422

Land Unit: 0057635

Project No: 007422-376491

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF OCONEE)

SOUTH CAROLINA PUBLIC ACCESS AREA
LEASE AGREEMENT WITH
OCONEE COUNTY, SOUTH CAROLINA

HIGH FALLS ACCESS AREA

Lake Keowee, FERC Project Number 2503

THIS LEASE, made and entered into as of the _____ day of _____, 2009, by and between DUKE ENERGY CAROLINAS, LLC, a North Carolina limited liability company, (hereinafter referred to as "Lessor"), and OCONEE COUNTY, SOUTH CAROLINA, a public subdivision of the State of South Carolina, (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Lessor has been licensed by the Federal Energy Regulatory Commission ("FERC") to operate the Keowee-Toxaway Hydroelectric Project (FERC NO. 2503) (the "Project"), which impounds the waters ofocassee Lake including Horsepasture River, Thompson River, Toxaway River, and Whitewater River; and Lake Keowee including Little River and the Keowee River, all in South Carolina and which Project is subject to regulatory oversight by the FERC; and

WHEREAS, Lessor's Existing License to operate the Project will expire on August 31, 2015, and at the time when permitted pursuant to FERC requirements, Lessor intends to seek a new license from FERC authorizing Lessor to continue operation of the Project for an additional license term; and

WHEREAS, Lessee desires to lease a portion of said Project on Lake Keowee in the High Falls Access Area for the purpose of constructing and maintaining a public park and/or public recreational area containing 46.07 total acres as more particularly shown on that certain plat of survey entitled "Duke Energy Survey for High Falls Access Area," dated January 15, 2003, marked Map No. 02142 attached hereto as Exhibit A and incorporated herein by reference, and as detailed on Exhibit B, Conceptual Site Plan (the "Leased Premises"); and,

WHEREAS, Lessor desires to accommodate Lessee's construction and maintenance of a public park and/or public recreational area provided that such use does not interfere with Lessor's ability to operate and maintain the Project in accordance with its operating license, other FERC requirements, and its business operations; and,

WHEREAS, Article 39 of the FERC license for the Project grants Lessor as the licensee of the Project the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy as long as the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and environmental values of the Project;

NOW, THEREFORE, the Lessor, for and in consideration of the covenants and agreement hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the Leased Premises.

1) **Term:** This Lease shall begin on the _____ day of _____, 2009, and shall terminate on September 1, 2038, unless terminated sooner pursuant to Paragraphs 30, 31, 32 and 33 of this Lease. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or, if necessary, to comply with FERC requirements.

2) Warranties: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease under or by _____ Lessor represents that it has full and lawful authority to enter into this Lease for lands dedicated to public use by terms of Lessor's license for its Keowee-Toxaway Hydroelectric Project issued by the FERC pursuant to the Federal Power Act.

- a) Disclaimer of Warranties of Condition: Lessee accepts the Leased Premises "AS IS." Lessor makes no warranties or representations as to the conditions of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries or the sufficiency or suitability of the Leased Premises for use as a public park and/or public recreation site.
- b) Assignment of Contractor and Vendor Warranties: Lessor agrees to Lessee's rights under all assignable contractor or vendor warranties relating in any way to any building, fixture or other improvement located on the Leased Premises, as permitted by the terms and conditions of contractor or vendor warranties.

3) Rent and/or Other Consideration: The consideration flowing to Lessor for this Lease is the Lessee's assumption of responsibility for construction, maintenance and operation of future recreation facilities permitted under the terms of Lessor's FERC license. Failure by Lessee to maintain and operate the permitted facilities and the areas of the Leased Premises subject to FERC regulatory oversight to the standards reasonably required by the FERC shall constitute a default under the terms of this lease pursuant to Paragraph 34 herein. Should the FERC require additional public recreation facilities within the Leased Premises, Lessor and Lessee shall hold a meeting to discuss the requirement. The procedures set forth in Paragraph 6, Conceptual Site Plan shall be followed.

4) Permitted Uses: The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreational area and for no other purpose unless it is a compatible use, such as the provision of recreation related goods and services, which may be permitted on site when

authorized in advance in writing by Lessor. Any public park and/or public recreation site may include, but is not limited to, the following types of area development:

- a) Public Park or Recreation Areas
 - i) Areas that have developed recreational facilities, such as picnic tables, picnic pavilions, nature centers, swimming beaches, bath houses, restrooms, campgrounds, cabins, park stores, restaurants, marinas, waste pump out facilities, gas sales (land or water), corporate challenge courses, maintenance and related structures or facilities that directly support park operations and maintenance, living quarters for park personnel, and other related facilities or amenities; and
 - ii) Recreation uses such as picnicking, tent camping, hiking, wildlife viewing, boating, fishing, swimming, and other related outdoor activities.
- b) Access and/or Trail Areas—areas that enable water access via boat launches or piers, or land access via pedestrian, bike or equestrian trails.
- c) Nature Preserve/Research Areas—areas that provide land for and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

5) Public Use of Facilities. Use of any and all public park and/or public recreation area facilities, including such public service/convenience facilities as restrooms, water fountains, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee will be open to use by boaters, bank fishing persons and all other public recreation users of the public recreation facilities, during the times and for the applicable fees stipulated in Exhibit B. Lessee shall allow public boat launching at the required public boating access areas free of charge, except where fees have been agreed upon with Lessor.

6) Conceptual Site Plan: The Conceptual Site Plan submitted by the Lessee for development of recreation facilities on the Leased Premises, attached hereto as Exhibit B shall be implemented by Lessee. Any changes to the Conceptual Site Plan require prior written approval of the Lessor, which shall not be reasonably withheld. Additions to or modifications of any facilities will require the submission to Lessor of detailed plans.

including but not limited to, construction plans and elevation drawings. Major additions or modifications will typically require review by other entities and may require FERC approval.

If, as part of this Lease, Lessor approves construction of new facilities, such facilities must be constructed within the timelines set out in the Conceptual Site Plan. A one (1) year or other appropriate time extension may be considered if the Lessee files a written request with Lake Services prior to the construction deadline for any specific facility or facilities, setting forth the reasons why the facility or facilities will not be completed within the allotted time frame. If an extension of time to complete construction of the facilities is granted by Lessor, additional requirements may be required of Lessee to meet revised regulations or shoreline development guidelines.

Should FERC require additional recreation facilities to be located at the Leased Premises, Lessor will contact Lessee and arrange a meeting to discuss the required additional recreation facilities. At the meeting the specifics of what facilities must be added, where the facilities can be added, an estimated cost for adding the facilities, and the timing of adding additional facilities should be determined. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, 'in kind' services or a combination thereof. A revised Conceptual Site Plan will be developed based on the results of the meeting. Once Lessor and Lessee are in agreement with the revised plan, Lessor and Lessee shall enter into a revised lease.

7) User Fees and Hours of Operation: Lessee agrees that Lessor's employees, third party contractor employees, local law enforcement officials, local environmental and public health officials, and local emergency response crews operating in his/her official capacity will be exempt from the user fees. Any proposed changes in the schedule of fees or hours of operation by the Lessee must be submitted in writing to the Lessor at least sixty (60) days prior to proposed implementation and must be approved in writing. Contracts or leases between Lessee and third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation, and must not be executed until Lessee receives written approval from the Lessor. Lessee agrees that user fees or proceeds it collects from third party contracts or leases associated with the Leased Premises will be used exclusively for:

- a) offset Lessee's costs of operation, maintenance, and capital improvements of the Leased Premises or other public recreation facilities for which Lessee is responsible that are also within or adjoining the FERC Project Boundary or within or adjoining a free-flowing section of the Keowee-Toxaway Project, or
- b) offset Lessee's cost of improving its own public recreation department in specific areas that benefit public recreation users of the Project or the aforementioned free-flowing section of the Project, or
- c) meet the requirements stipulated in any Oconee County, South Carolina ordinances and/or regulations regarding disposition of monies collected from recreation facilities' fees.

Lessee agrees to submit an Annual Operational Report, included as part of Exhibit B, to assist Lessor in its reporting on shoreline activities and planning efforts to the FERC.

8) Joint Annual Inspection: Lessor and Lessee will perform a joint annual physical inspection of the Leased Premises each year for the term of this Lease to ensure the Leased Premises are being maintained in a safe manner and to the maintenance levels mutually acceptable to Lessor and Lessee.

9) Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter said property to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

10) Maintenance: Lessee recognizes that it has the continuing responsibility to ensure that the constructed and placed facilities are maintained in good repair, including, but not limited to, maintenance of those facilities in the Conceptual Site Plan and proper erosion control within the Leased Premises and along the shoreline, and agrees to take all reasonable steps necessary to meet this responsibility. Lessee is to maintain all structures and improvements within the Leased Premises in a sound condition and in neat appearance and pay all costs for said maintenance. Nothing stated here shall create any additional obligations or liabilities to third parties not already held by lessee. In the event Lessee fails to properly maintain all buildings and improvements

or Lessee fails to obtain budgetary appropriations for the maintenance of the Leased Premises, then Lessor may terminate this Lease and retake possession of the Leased Premises, as set forth in Paragraphs 30, 31 and 34.

11) Signage: Lessor will provide to Lessee all information required for signage at the entrance to boat access ramps or other signage as required by the Lessor's FERC License. Lessee will erect and maintain all said signs.

12) Improvements: Lessee shall have the right at its own expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the lease term. However, Lessee shall submit to Lessor for Lessor's review detailed plans, including but not limited to construction plans and elevation drawings of all proposed material alterations or improvements and receive the written approval of Lessor prior to initiating work on proposed alterations or improvements. Dependent on the scope and substance of the proposed alterations or improvements, modification of the Conceptual Site Plan may be required. Additionally, certain substantive changes may require the approval of applicable local, state and federal agencies prior to submittal of the request to Lessor and in certain situations the Lessor will need to submit Lessee's application to the FERC for approval, prior to issuance of approval by Lessor.

13) Illegal and Prohibited Uses: Lessee will not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any and all applicable governmental authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable governmental authority. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of alcoholic beverages or drugs;
- b) Gambling (e.g. installation of video gaming machines that pay off);
- c) Creation or installation of firearm or shooting ranges;
- d) Charging excessive fees;
- e) Establishing predetermined user groups that use specific facilities (for example, only slip owners may use the restroom facilities); and

- f) Excluding any user on the basis of race, color, religion, national origin, handicap/disability, or familial status.

14) Fire Protection: In the event of a fire within or threatening to the lands or facilities of any park or recreation area which is a part of this Lease, Lessee agrees to assist Lessor with the protection of the park or recreation area against such fire.

15) Approval by FERC: This Lease is subject to the written approval of the FERC, provided, however if FERC declines to approve this instrument, then and in that event, it shall become void and of no legal force and effect whatsoever.

16) Portions of Leased Premises Subject to FERC Oversight: As to those portions of the Leased Premises designated as Public Access Areas under the terms of Lessor's license for the Project and being shown and designated "FERC Project Area" on Exhibit B, Lessee agrees its use of the Leased Premises will comply with FERC Order No. 313, attached hereto as Exhibit C, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Keowee-Toxaway Hydroelectric Project, FERC Project No. 2503. Failure by Lessee to maintain and operate the FERC required facilities and areas of the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this lease pursuant to Paragraph 33.

17) Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as herein provided will be consistent with all FERC orders and regulations regarding recreational opportunities and development at licensed projects, and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises, and Lessee's use of the Leased Premises will comply with all applicable Duke Shoreline Management Guidelines and the Shoreline Management Plan and will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreation use of the Project. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or

expiration of this Lease and perform such operations necessary for compliance with then applicable law, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 17 if during the Lease term Lessor ceases noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use pattern, or causing or allowing any third party to do so.

18) Protection of Environment: All necessary and reasonable precautions shall be taken during construction and subsequent operation and maintenance of the facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

19) Archaeological Resources: If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and the Lessor shall be notified. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

20) Utility Easement: Lessor for itself, successors and assigns, reserves an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, along and above the Leased Premises. Lessor also reserves the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the plans for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

21) Reservation of Use: The right to use the Leased Premises for project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

22) Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the Public Access Areas or its FERC license.

23) Response to Increase in Recreation Use: Lessor will in good faith, for the included lakes aforementioned in the Project, endeavor to accommodate future increases in public recreation use of the lakes by arranging for the designation of lands for recreation use that are or may become available for such purposes and when such land areas are consistent with the Shoreline Management Plan and/or the operation of Lessor's business.

24) FERC license Conflicts: This Lease is subject to the terms and conditions of the license issued by the FERC for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the license, it is agreed that the terms of the license shall prevail.

25) Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

26) Taxes and Assessments: Lessee shall be responsible for all ad valorem property taxes (real or personal) or payments in lieu thereof as may be due during the lease term on the Leased Premises and for any buildings or improvements thereon including the personal property of Lessee.

27) Insurance by Lessee: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease one or more policies of general public liability insurance from the State Insurance Reserve Fund, or where applicable and authorized, from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, to the full extent and limit of Lessee's liability, as now or hereinafter provided for by law, and provide satisfactory evidence thereof to Lessor.

If insurance is not obtained by Lessee or Lessor's insurance is cancelled, Lessor may then obtain general liability insurance against any and all claims for injuries to persons or damage to property occurring on the Leased Premises, during the balance of the term of this Lease, in the amounts hereafter provided, whereupon Lessee shall reimburse Lessor annually within forty five (45) days following Lessor's presentation to Lessee of copy of invoice showing Lessor's premium for the current year. However, Lessee shall not be required to reimburse Lessor for insurance beyond Two Million Dollars (\$2,000,000.00) (single limit).

28) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and the extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

29) Hazardous Materials: The following items are to be implemented by the Lessee for the Leased Premises:

- a) Lessee shall not bring in or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively "Hazardous Materials"), without Lessor's prior written authorization.
- b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall not in full compliance with all applicable federal, state and local laws, ordinances and regulations.
- c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee,

its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

- d) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph 30 shall constitute a breach of this lease, entitling Lessor to terminate this lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise.

30) Termination: It is expressly agreed and understood that the violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee shall terminate this Lease at the option of the Lessor. Failure of Lessor to exercise any of said rights relating to the termination of this lease or any other rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that the Lessor terminates this Lease under any of the above written conditions, the Lessor may enter the Leased Premises and expel the Lessee there from; or the Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. Lessor must give sixty (60) days' notice in writing to Lessee of its intent to terminate, except that only thirty (30) days' written notice shall be required for termination for nonpayment of rent or taxes. Lessee shall have the right to cure any violation during said sixty-day (or thirty-day, as the case may be) notice period, in which event Lessor may not terminate this Lease.

Upon the termination or expiration of the Lease, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. Lessor, however, shall reimburse Lessee for its contribution to this Lease and its actual cost in all capital improvements, based on a life expectancy and depreciation schedule agreed to by Lessor and Lessee once the capital improvement total cost has been determined and a depreciation schedule has been developed and before the facilities have been installed on site. At the option of Lessor, Lessee shall remove all personal property of Lessee located upon the Leased Premises. If Lessee shall not have removed its personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

31) Termination for Lack of Funding: Notwithstanding any other provision of this Lease, it is understood and agreed by and between the parties that in the event that Lessee is unable to obtain funding by appropriation or otherwise to operate and maintain the recreational facilities herein provided beyond the end of any then current State fiscal year (June 30th) and so notifies Lessor thereof within sixty (60) days of the final approval of Lessee's appropriations for that coming fiscal year, this Lease shall be considered canceled. Such cancellation shall cause the Lease to terminate as if that was the date originally affixed herein for the expiration of the term hereof and shall not constitute an "event of default". Notwithstanding such cancellation, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such cancellation. Lessee agrees to utilize its best efforts throughout the term of this Lease to obtain adequate appropriations or other funding to accomplish the purposes of this Lease. Upon termination for lack of funding, Lessor shall reimburse Lessee as set forth in Paragraph 30.

32) Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

33) Event of Default:

- a) The following events ("Events of Default") shall be deemed to be events of default by Lessee under this Lease:
 - i) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within sixty (60) days, Lessee shall be in default under this lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to set to diligently and promptly cure such failure; or

- ii) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or
 - iii) If Lessee falls behind schedule as set forth in an approved conceptual plan as defined in Paragraph 6, on the construction of facilities approved as part of the Facilities Plan and fails to notify Lessor and follow the requirements as set out in this Lease; or
 - iv) Any other event of default as specifically addressed in the paragraphs contained herein.
- b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:
- i) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to or any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;
 - ii) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution or any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting compliance with the terms of the lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;
 - iii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the Term hereof. Notwithstanding such termination, Lessee shall

be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.

- d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property, and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies.

34) Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taking of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of such improvement taken or damaged.

35) Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

36) Indemnity: Upon Oconee County, South Carolina contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Duke Energy Carolinas, LLC shall be named as an insured or an additional insured on a policy of insurance covering the scope of such activity prior to the commencement

of any activity by Oconee County, its agents or contractors. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and coverage limits:

General Liability Coverage – Two million dollars per occurrence.

Automobile Liability – One million dollars per occurrence.

Workers Compensation – Within statutory limits.

Employer's Liability – Five hundred thousand dollars each accident.

Contractor's Pollution Liability Coverage – One million dollars per occurrence.

37) Limitation of Liability: Lessor and Lessee agree to warrant that any and all work performed by Lessee or Lessor within the Leased Premises will be performed with professional thoroughness and using acceptable standard business practices. Lessor's total cumulative liability to Lessee for claims of any kind whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise, for any loss or damage relating to this Lease, shall in no case exceed the cost of completing the work in accordance with acceptable business practice, and Lessee releases Lessor from all further liability in excess of this amount for any work performed under this Lease. Lessee further releases Lessor from any and all liability resulting from any injury of any employee of Lessee or anyone performing any service at the direction of the Lessee on the Leased Premises, excluding any acts of gross negligence or willful misconduct of the Lessor.

Neither party shall be liable, whether based on contract, tort (including negligence and strict liability), under any services or work performed relating to this Lease, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the extent damage resulted from willful misconduct) in or loss of any property or equipment.

This limitation of, or protection against liability shall also protect directors, officers, employees, agents, consultants, suppliers, subcontractors, and affiliated entities and their directors, officers, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries and affiliates of the Lessor and Lessee and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party.

Lessee waives and will require its insurers to waive all rights to recovery and claims of any kind, including rights and claims to which its insurers or another may be subrogated, against Lessor arising out of damage to, loss of or loss of use of any Lessee's property, located on High Falls Public Access Area, whether

based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise. These waivers are effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever.

The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.

38) Flooding: Lessor reserves the unlimited right to back or flood the waters of Lake Keowee and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding may be necessary or convenient in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon Lake Keowee. Lessee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods that may occur on either Lake Jocassee or Lake Keowee or any tributary thereof.

39) FERC Project Restoration: Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

40) Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor.

41) Survival: Provisions of this Lease for Termination (Paragraph 30), Indemnity (Paragraph 36) and Survival (Paragraph 41) shall survive the termination or cancellation of this Lease and shall remain in effect.

42) Recovery of Fees and Costs: If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement contained in this Lease (including, without limitation, the payment of rent due hereunder or the removal of an encroachment constructed on the Leased Premises in violation of the Lease), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.

43) Notices: Wherever in the Lease it shall be required or permitted that notice be given by either party to this lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Lake Services, EC 12Q
P.O. Box 1006
Charlotte, NC 28201-1006

To Lessee: Oconee County, South Carolina
c/o County Administrator
415 South Pine Street
Walhalla, SC 29691

Such addresses may be changed from time to time by notice given hereunder.

44) Recordation: In no event shall this Lease be recorded in any Public Registry or other public records by Lessee or on Lessee's behalf. Violation of the provisions in the immediately preceding sentence shall entitle Lessor to terminate the lease rights granted herein. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded copy of said Memorandum of Lease.

45) Supersedes Prior Lease: This Lease replaces and supersedes the prior lease entered into with Oconee County, South Carolina on October 28, 1994, and such prior lease is of no further force or effect.

46) Compliance with Laws of the State of South Carolina: This Lease shall at all times be construed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the day and year first above written.

Witness

Duke Energy Carolinas, LLC
a North Carolina limited liability Company

By: _____
Name: George W. Christian, Jr.
Title: Manager, Right-of-Way

Witness

LESSEE:
Oconee County, South Carolina

Witness

By: _____
Name: _____
Title: _____

Witness



PREPARED BY: Karol P. Mack, Associate General Counsel, Duke Energy

Site: 007642

Land Unit: 0057940

Project No: 007642-376490

STATE OF SOUTH CAROLINA)
 ;
COUNTY OF OCONEE)

**SOUTH CAROLINA PUBLIC ACCESS AREA
LEASE AGREEMENT WITH
OCONEE COUNTY, SOUTH CAROLINA**

SOUTH COVE ACCESS AREA

Lake Keowee, FERC Project Number 2503

THIS LEASE, made and entered into as of the _____ day of _____, 2009, by and between **DUKE ENERGY CAROLINAS, LLC**, a North Carolina limited liability company, (hereinafter referred to as "Lessor"), and **OCONEE COUNTY, SOUTH CAROLINA**, a public subdivision of the State of South Carolina, (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, Lessor has been licensed by the Federal Energy Regulatory Commission ("FERC") to operate the Keowee-Toxaway Hydroelectric Project (FERC NO. 2503) (the "Project"), which impounds the waters of Jocassee Lake including Horsepasture River, Thompson River, Toxaway River, and Whitewater River, and Lake Keowee including Little River and the Keowee River, all in South Carolina and which Project is subject to regulatory oversight by the FERC; and

WHEREAS, Lessor's Existing License to operate the Project will expire on August 31, 2016, and at the time when permitted pursuant to FERC requirements, Lessor intends to seek a new license from FERC authorizing Lessor to continue operation of the Project for an additional license term; and

WHEREAS, Lessee desires to lease a portion of said Project on Lake Keowee at the South Cove Access Area for the purpose of constructing and maintaining a public park and/or public recreational area containing 46.67 total acres as more particularly shown on that certain plat of survey entitled "Duke Energy Survey for South Cove Access Area," dated January 15, 2003, marked Map No. 02142 attached hereto as Exhibit A and incorporated herein by reference, and as detailed on Exhibit B, Conceptual Site Plan (the "Leased Premises"); and,

WHEREAS, Lessor desires to accommodate Lessee's construction and maintenance of a public park and/or public recreational area provided that such use does not interfere with Lessor's ability to operate and maintain the Project in accordance with its operating license, other FERC requirements, and its business operations; and,

WHEREAS, Article 39 of the FERC license for the Project grants Lessor as the licensee of the Project the authority to grant permission for certain types of use and occupancy of Project lands and waters and to convey certain interests in Project lands and waters for certain types of use and occupancy as long as the proposed use and occupancy is consistent with the purposes of protecting and enhancing the scenic, recreational, and environmental values of the Project;

NOW, THEREFORE, the Lessor, for and in consideration of the covenants and agreement hereinafter expressed to be kept and performed by Lessee, hereby leases to Lessee and Lessee hereby leases from Lessor, subject to the exceptions and reservations and upon the terms and conditions and for the purposes in this instrument set out, the Leased Premises.

1) **Term**: This Lease shall begin on the _____ day of _____, 2009, and shall terminate on September 1, 2038, unless terminated sooner pursuant to Paragraphs 30, 31, 32 and 33 of this Lease. Lessor may terminate this Lease at any time if directed to do so by the FERC or its successor agency having jurisdiction over hydroelectric reservoirs that are subject to the Federal Power Act or, if necessary, to comply with FERC requirements.

2) Warranties: In order to induce Lessor to enter into this Lease, Lessee warrants and represents that it has authority to enter into this Lease under or by _____ . Lessor represents that it has full and lawful authority to enter into this Lease for lands dedicated to public use by terms of Lessor's license for its Keowee-Toxaway Hydroelectric Project issued by the FERC pursuant to the Federal Power Act.

- a) Disclaimer of Warranties or Condition: Lessee accepts the Leased Premises "AS IS." Lessor makes no warranties or representations as to the conditions of the Leased Premises or any improvements thereon, whether open and obvious or concealed. Lessor makes no representation or warranty, express or implied, and will bear no responsibility as to the existing or future water quality or quantity in Lake Keowee or its tributaries or the sufficiency or suitability of the Leased Premises for use as a public park and/or public recreation site.
- b) Assignment of Contractor and Vendor Warranties: Lessor agrees to Lessee's rights under all assignable contractor or vendor warranties relating in any way to any building, fixture or other improvement located on the Leased Premises, as permitted by the terms and conditions of contractor or vendor warranties.

3) Real and/or Other Consideration: The consideration flowing to Lessor for this Lease is the Lessee's assumption of responsibility for construction, maintenance and operation of future recreation facilities permitted under the terms of Lessor's FERC license. Failure by Lessee to maintain and operate the permitted facilities and the areas of the Leased Premises subject to FERC regulatory oversight to the standards reasonably required by the FERC shall constitute a default under the terms of this lease pursuant to Paragraph 34 herein. Should the FERC require additional public recreation facilities within the Leased Premises, Lessor and Lessee shall hold a meeting to discuss the requirement. The procedures set forth in Paragraph 6, Conceptual Site Plan shall be followed.

4) Permitted Uses: The Leased Premises may be used by Lessee for the development, maintenance and operation of a public park and/or public recreational area and for no other purpose unless it is a compatible use, such as the provision of recreation related goods and services, which may be permitted on site when

authorized in advance in writing by Lessor. Any public park and/or public recreation site may include, but is not limited to, the following types of area development:

a) Public Park or Recreation Areas

- i) Areas that have developed recreational facilities, such as picnic tables, picnic pavilions, nature centers, swimming beaches, bath houses, restrooms, campgrounds, cabins, park stores, restaurants, marinas, waste pump out facilities, gas safes (land or water), corporate challenge courses, maintenance and related structures or facilities that directly support park operations and maintenance, living quarters for park personnel, and other related facilities or amenities; and
- ii) Recreation uses such as picnicking, tent camping, hiking, wildlife viewing, boating, fishing, swimming, and other related outdoor activities.

b) Access and/or Trail Areas – areas that enable water access via boat launches or piers, or land access via pedestrian, bike or equestrian trails.

c) Nature Preserve/Research Areas – areas that provide land for and promote the development of cooperative partnerships to enable preservation activities, conservation easements and/or research.

5) Public Use of Facilities: Use of any and all public park and/or public recreation area facilities, including such public service/convenience facilities as restrooms, water faucets, public communications equipment, trash receptacles, etc., constructed or placed on the Leased Premises by the Lessee will be open to use by boaters, bank fishing persons and all other public recreation users of the public recreation facilities, during the times and for the applicable fees stipulated in Exhibit B. Lessee shall allow public boat launching at the required public boating access areas free of charge, except where fees have been agreed upon with Lessor.

6) Conceptual Site Plan: The Conceptual Site Plan submitted by the Lessee for development of recreation facilities on the Leased Premises, attached hereto as Exhibit B shall be implemented by Lessee. Any changes to the Conceptual Site Plan require prior written approval of the Lessor, which shall not be reasonably withheld. Additions to or modifications of any facilities will require the submittal to Lessor of detailed plans;

including but not limited to, construction plans and elevation drawings. Major additions or modifications will typically require review by other entities and may require FERC approval.

If, as part of this Lease, Lessor approves construction of new facilities, such facilities must be constructed within the timelines set out in the Conceptual Site Plan. A one (1) year or other appropriate time extension may be considered if the Lessee files a written request with Lake Services prior to the construction deadline for any specific facility or facilities, setting forth the reasons why the facility or facilities will not be completed within the allotted time frame. If an extension of time to complete construction of the facilities is granted by Lessor, additional requirements may be required of Lessee to meet revised regulations or shoreline development guidelines.

Should FTRC require additional recreation facilities to be located at the Leased Premises, Lessor will contact Lessee and arrange a meeting to discuss the required additional recreation facilities. At the meeting the specifics of what facilities must be added, where the facilities can be added, an estimated cost for adding the facilities, and the timing of adding additional facilities should be determined. Lessor and Lessee will then evaluate their available resources to determine how and when the required additional recreation facilities will be constructed, and if those resources will be in dollars, "in kind" services or a combination thereof. A revised Conceptual Site Plan will be developed based on the results of the meeting. Once Lessor and Lessee are in agreement with the revised plan, Lessor and Lessee shall enter into a revised lease.

7) User Fees and Hours of Operation: Lessee agrees that Lessor's employees, third party contractor employees, local law enforcement officials, local environmental and public health officials, and local emergency response crews operating in their official capacity will be exempt from the user fees. Any proposed changes in the schedule of fees or hours of operation by the Lessee must be submitted in writing to the Lessor at least sixty (60) days prior to proposed implementation and must be approved in writing. Contracts or leases between Lessee and third parties regarding the sale of goods or services on the Leased Premises must be submitted to Lessor at least sixty (60) days prior to proposed implementation and must not be executed until Lessee receives written approval from the Lessor. Lessee agrees that user fees or proceeds it collects from third party contracts or leases associated with the Leased Premises will be used exclusively to:

- a) offset Lessee's costs of operation, maintenance, and capital improvements of the Leased Premises or other public recreation facilities for which Lessor is responsible that are also within or adjoining the FERC Project Boundary or within or adjoining a free-flowing section of the Keowee-Toxaway Project, or
- b) offset Lessee's cost of improving its own public recreation department in specific areas that benefit public recreation users of the Project or the aforementioned free-flowing section of the Project, or
- c) meet the requirements stipulated in any Oconee County, South Carolina ordinances and/or regulations regarding disposition of monies collected from recreation facilities' fees.

Lessee agrees to submit an Annual Operational Report, included as part of Exhibit B, to assist Lessor in its reporting on shoreline activities and planning efforts to the FERC.

8) Joint Annual Inspection: Lessor and Lessee will perform a joint annual physical inspection of the Leased Premises each year for the term of this Lease to ensure the Leased Premises are being maintained in a safe manner and to the maintenance levels mutually acceptable to Lessor and Lessee.

9) Entry by Lessor: Lessor, its agents and representatives, at all reasonable times may enter said property to examine same, and any such entry by or on behalf of Lessor shall not be or constitute an eviction, partial eviction or deprivation of any right of Lessee and shall not alter the obligations of the Lessee hereunder or create any right in Lessee adverse to the interest of the Lessor.

10) Maintenance: Lessee recognizes that it has the continuing responsibility to ensure that the constructed and placed facilities are maintained in good repair, including, but not limited to, maintenance of those facilities in the Conceptual Site Plan and proper erosion control within the Leased Premises and along the shoreline, and agrees to take all reasonable steps necessary to meet this responsibility. Lessee is to maintain all structures and improvements within the Leased Premises in a sound condition and in neat appearance and pay all costs for said maintenance. Nothing stated here shall create any additional obligations or liabilities to third parties not already held by lessee. In the event Lessee fails to properly maintain all buildings and improvements

or Lessee fails to obtain budgetary appropriations for the maintenance of the Leased Premises, then Lessor may terminate this Lease and retake possession of the Leased Premises, as set forth in Paragraph 30, 31 and 34.

11) Signage: Lessor will provide to Lessee all information required for signage at the entrance to boat access ramps or other signage as required by the Lessor's FERC License. Lessee will erect and maintain all said signs.

12) Improvements: Lessee shall have the right at its own expense to make additions or modifications to those facilities and improvements existing upon the Leased Premises at the commencement of the lease term. However, Lessee shall submit to Lessor for Lessor's review detailed plans, including but not limited to construction plans and elevation drawings of all proposed material alterations or improvements and receive the written approval of Lessor prior to initiating work on proposed alterations or improvements. Dependent on the scope and substance of the proposed alterations or improvements, modification of the Conceptual Site Plan may be required. Additionally, certain substantive changes may require the approval of applicable local, state and federal agencies prior to submittal of the request to Lessor and in certain situations the Lessor will need to submit Lessee's application to the FERC for approval, prior to issuance of approval by Lessor.

13) Illegal and Prohibited Uses: Lessee will not make or permit to be made any illegal or prohibited use of the Leased Premises or any use thereof constituting a public nuisance, and shall keep the Leased Premises in a neat and orderly manner and shall comply with all applicable building codes and health regulations and with the rules and regulations of any and all applicable governmental authorities. All water and sanitary sewer facilities shall be designed, installed, constructed, maintained and operated only with the approval of the applicable governmental authority. Prohibited uses under the terms of the Lease include but are not limited to the following:

- a) Sale of alcoholic beverages or drugs;
- b) Gambling (e.g. installation of video-gaming machines that pay off);
- c) Creation or installation of firearm or shooting ranges;
- d) Charging excessive fees;
- e) Establishing predetermined user groups that use specific facilities (for example, only slip owners may use the restroom facilities); and

f) Excluding any user on the basis of race, color, religion, national origin, handicap/disability, or familial status.

14) Fire Protection: In the event of a fire within or threatening to the lands or facilities of any park or recreation area which is a part of this Lease, Lessor agrees to assist Lessor with the protection of the park or recreation area against such fire.

15) Approval by FERC: This Lease is subject to the written approval of the FERC, provided, however if FERC declines to approve this instrument, then and in that event, it shall become void and of no legal force and effect whatsoever.

16) Portions of Leased Premises Subject to FERC Oversight: As to those portions of the Leased Premises designated as Public Access Areas under the terms of Lessor's license for the Project and being shown and designated "FERC Project Area" on Exhibit B, Lessor agrees its use of the Leased Premises will comply with FERC Order No. 313, attached hereto as Exhibit C, and all regulations or directives issued by the FERC. Lessee's use of the aforesaid lands will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreational use of the Keowee-Toxaway Hydroelectric Project, FERC Project No. 2503. Failure by Lessee to maintain and operate the FERC required facilities and areas of the Leased Premises to the standards reasonably required by the FERC shall constitute a default under the terms of this lease pursuant to Paragraph 33.

17) Compliance with State, Federal and Local Laws: Lessee agrees that its use of the Leased Premises as herein provided will be consistent with all FERC orders and regulations regarding recreational opportunities and development at licensed projects, and all other applicable state, federal and local laws as well as all ordinances, rules, regulations and sanctions of any regulatory body or governmental agency (state, federal or local) having jurisdiction in the Leased Premises, and Lessee's use of the Leased Premises will comply with all applicable Duke Shoreline Management Guidelines and the Shoreline Management Plan and will not endanger health or safety, create a nuisance or otherwise be incompatible with the overall recreation use of the Project. Upon request by Lessor, Lessee shall re-enter the Leased Premises at any time after the termination or

expiration of this Lease and perform such operations necessary for compliance with then applicable laws, ordinances or regulations at the termination date. Lessee shall be relieved of any responsibility for compliance under this Paragraph 17 if during the Lease term Lessor causes noncompliance by changing conditions upon the Leased Premises, including but not limited to, land use pattern, or causing or allowing any third party to do so.

18) Protection of Environment: All necessary and reasonable precautions shall be taken during construction and subsequent operation and maintenance of the facilities to protect and enhance the scenic, environmental, recreational and cultural values of any affected lands and waters of the Project.

19) Archaeological Resources: If any archaeological resources are discovered during construction or maintenance activities, such activities shall be halted and the State Historic Preservation Officer shall be contacted to determine what measures, if any, are needed to protect or salvage the resources and the Lessor shall be notified. Written notice shall be given to Lessor and all other appropriate agencies of any such discovery and the measures being implemented, if any are required.

20) Utility Easement: Lessor for itself, successors and assigns, reserves an easement to build, construct, maintain and operate electric distribution/transmission lines on, over, along and above the Leased Premises. Lessor also reserves the right, privilege and easement to erect, construct, reconstruct, replace, maintain and use towers, poles, wires, crossarms and other appliances and fixtures for the purpose of transmitting or distributing electric power, for Lessor's communication purposes, and for any other purpose that is, in Lessor's sole discretion, consistent with its business operations, together with the right to keep said lines, appliances, and fixtures free of structures, trees and other objects that may endanger or interfere with same. Lessor will notify and consult with the Lessee as to the place for the construction of any buildings or structures to be placed within the Leased Premises, necessary to conduct Lessor's business.

21) Reservation of Use: The right to use the Leased Premises for project purposes (not inconsistent with the activities and purposes of this Lease) is hereby reserved to the Lessor, its successors and assigns.

22) Reservation of Authority: No terms or conditions herein contained shall be construed as limiting or affecting in any way the authority of Lessor in connection with its exercise of proper protection and administration of the Public Access Areas or its FERC license.

23) Response to Increase in Recreation Use: Lessor will in good faith, for the included lakes aforementioned in the Project, endeavor to accommodate future increases in public recreation use of the lakes by arranging for the designation of lands for recreation use that are or may become available for such purposes and when such land areas are consistent with the Shoreline Management Plan and/or the operation of Lessor's business.

24) FERC License Conflicts: This Lease is subject to the terms and conditions of the license issued by the FERC for the Project. In the event of any conflict between the terms and conditions of this Lease and the terms of the license, it is agreed that the terms of the license shall prevail.

25) Transfer or Assignment: The Lessee may not transfer or assign this Lease or let or sublet the whole or any part of the Leased Premises to anyone without the prior written consent of the Lessor.

26) Taxes and Assessments: Lessee shall be responsible for all ad valorem property taxes (real or personal) or payments in lieu thereof as may be due during the lease term on the Leased Premises and for any buildings or improvements thereon including the personal property of Lessee.

27) Insurance by Lessor: Lessee agrees that, at its own cost and expense, it shall obtain and maintain in force during the term of this Lease one or more policies of general public liability insurance from the State Insurance Reserve Fund, or where applicable and authorized, from a reputable insurance company authorized to do business in South Carolina, providing coverage for any and all risks of liability associated with Lessee's occupancy and use of the Leased Premises and the activities authorized hereunder, to the full extent and limit of Lessee's liability, as now or hereinafter provided for by law, and provide satisfactory evidence thereof to Lessor.

If insurance is not obtained by Lessee or Lessee's insurance is cancelled, Lessor may then obtain general liability insurance against any and all claims for injuries to persons or damage to property occurring on the Leased Premises; during the balance of the term of this Lease, in the amounts hereafter provided, whereupon Lessee shall reimburse Lessor annually within forty-five (45) days following Lessor's presentation to Lessee of copy of invoice showing Lessor's premium for the current year. However, Lessee shall not be required to reimburse Lessor for insurance beyond Two Million Dollars (\$2,000,000.00) (single limit).

28) Hazard Insurance: Lessee shall also, at all times during the term of this Lease, keep all improvements which are now or hereafter a part of the Leased Premises insured against loss or damage by fire and fire extended coverage hazards for one hundred percent (100%) of the full replacement value of such improvements. Any loss adjustment shall require the written consent of both Lessor and Lessee. In the event any improvements upon the Leased Premises shall be damaged or destroyed by fire or other casualty, then Lessee shall promptly restore same to the condition existing before such loss or damage.

29) Hazardous Materials: The following items are to be implemented by the Lessee for the Leased Premises:

- a) Lessee shall not bring to or handle, store, dispense, transport or locate on or about the Leased Premises any chemical substances, asbestos, oil, gasoline, other petroleum products, formaldehyde, PCBs, or any toxic, carcinogenic, radioactive or hazardous wastes, materials, substances or contaminants (known collectively "Hazardous Materials"), without Lessor's prior written authorization.
- b) While handling, transporting or storing any Hazardous Materials on or about the Leased Premises, Lessee shall act in full compliance with all applicable federal, state and local laws, ordinances and regulations.
- c) Lessee shall give Lessor immediate written notice of any problem, spill, discharge or threatened discharge of or relating to Hazardous Materials on or about the Leased Premises, and of any private or governmental investigation relating to Hazardous Materials on or about the Leased Premises. Lessor shall have the right to participate in and approve any environmental assessment or environmental clean-up plan for the Leased Premises. Lessee,

its employees, agents and contractors, shall fully cooperate with any and all federal, state and local governmental officials having jurisdiction over the Leased Premises in resolving any environmental problem.

- d) Lessee's failure to comply strictly with the provisions and mandates of this Paragraph 30 shall constitute a breach of this lease, entitling Lessor to terminate this lease and to exercise any other rights and remedies available to Lessor hereunder or otherwise:

30) Termination: It is expressly agreed and understood that the violation of any of the covenants, conditions, terms or provisions of this Lease by Lessee shall terminate this Lease at the option of the Lessor. Failure of Lessor to exercise any of said rights relating to the termination of this lease or any other rights of Lessor under this Lease shall not be construed as a waiver or abandonment of the right thereafter to exercise any or all of same. In the event that the Lessor terminates this Lease under any of the above written conditions, the Lessor may enter the Leased Premises and expel the Lessee there from; or the Lessor may, in lieu thereof or in conjunction therewith, pursue any other lawful right or remedy incident to the relationships created by this Lease. Lessor must give sixty (60) days' notice in writing to Lessee of its intent to terminate, except that only thirty (30) days' written notice shall be required for termination for nonpayment of rent or taxes. Lessee shall have the right to cure any violation during said sixty-day (or thirty-day, as the case may be) notice period, in which event Lessor may not terminate this Lease.

Upon the termination or expiration of the Lease, all buildings, improvements, fixtures and other items of real property shall become the property of the Lessor. Lessor, however, shall reimburse Lessee for its contribution to this Lease and its actual cost in all capital improvements, based on a life expectancy and depreciation schedule agreed to by Lessor and Lessee once the capital improvement total cost has been determined and a depreciation schedule has been developed and before the facilities have been installed on site. At the option of Lessor, Lessee shall remove all personal property of Lessee located upon the Leased Premises. If Lessee shall not have removed its personal property within thirty (30) days of the termination or expiration of the Lease as directed by Lessor, Lessor may at its option retain and use any portion of same or remove and dispose of any portion of same without liability to Lessor and shall be reimbursed by Lessee for its cost thereof.

31) Termination for Lack of Funding: Notwithstanding any other provision of this Lease, it is understood and agreed by and between the parties that in the event that Lessee is unable to obtain funding by appropriation or otherwise to operate and maintain the recreational facilities herein provided beyond the end of any then current State fiscal year (June 30th) and so notifies Lessor thereof within sixty (60) days of the final approval of Lessee's appropriations for that coming fiscal year, this Lease shall be considered canceled. Such cancellation shall cause the Lease to terminate as if that was the date originally affixed herein for the expiration of the term hereof and shall not constitute an "event of default". Notwithstanding such cancellation, Lessee shall be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such cancellation. Lessee agrees to utilize its best efforts throughout the term of this Lease to obtain adequate appropriations or other funding to accomplish the purposes of this Lease. Upon termination for lack of funding, Lessor shall reimburse Lessee as set forth in Paragraph 30).

32) Surrender of Lease: The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger and shall, at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may at the option of Lessor, operate as an assignment to it of any or all such subleases or sub tenancies.

33) Event of Default

- a) The following events ("Events of Default") shall be deemed to be events of default by Lessee under this Lease:
 - i) If Lessee fails to comply with any term, provision or covenant of this Lease other than the payment of any sum of money, and shall not cure such failure within sixty (60) days after due written notice thereof to Lessee; provided, however, if Lessor, in its sole discretion, determines that such failure cannot be cured within sixty (60) days, Lessee shall be in default under this lease if Lessee fails to commence to cure such failure within the same sixty (60) day period or thereafter fails to act to diligently and promptly cure such failure; or

- ii) If Lessee voluntarily discontinues or voluntarily ceases to use the Leased Premises and the Improvements for the permitted use or closes its operations on the Leased Premises for any period greater than ninety (90) days; or
 - iii) If Lessee falls behind schedule as set forth in an approved conceptual plan as defined in Paragraph 6, on the construction of facilities approved as part of the Facilities Plan and fails to notify Lessor and follow the requirements as set out in this Lease; or
 - iv) Any other event of default as specifically addressed in the paragraphs contained herein.
- b) Upon the occurrence of an Event of Default hereunder, Lessor shall be entitled to pursue any one or more of the following remedies without notice or demand:
- i) Terminate this Lease and Lessee's right of possession of the Leased Premises in which event Lessee shall immediately surrender the Leased Premises to Lessor, and if Lessee fails to do so, Lessor may, without prejudice to or any other remedy which it may have for such Event of Default, enter upon and take possession of the Leased Premises, and expel or remove Lessee and any other person or entity who may be occupying the Leased Premises or any part thereof, by force, if necessary, without being liable for prosecution or any claim for damages therefore;
 - ii) Without having terminated this Lease, terminate Lessee's right of possession of the Leased Premises, by force, if necessary, without being liable for prosecution of any claim for damages therefore, and perform Lessee's obligations under this Lease, and Lessee shall reimburse Lessor upon demand for any expenses which Lessor may incur in effecting compliance with the terms of the lease and Lessor shall not be liable for any damages resulting to Lessee from such actions;
 - iii) Bring suit for the collection of any amounts for which Lessee is then in default, or for the performance of any other covenant or lease by which Lessee is bound, with or without entering into possession or terminating this Lease.
- c) In the event Lessor elects to terminate this Lease by reason of the occurrence of an Event of Default, this Lease shall terminate and come to an end as if that were the date originally fixed herein for the expiration of the Term hereof. Notwithstanding such termination, Lessee shall

be liable for and shall pay to Lessor all indebtedness accrued hereunder to the date of such termination.

- d) In case of any Event of Default or breach by Lessee, Lessee shall also be liable for the costs of removing and storing Lessee's or any other occupant's personal property, and all expenses incurred by Lessor in enforcing or defending Lessor's rights and/or remedies.

34) Condemnation: If the whole or any part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, then this Lease shall automatically terminate as to the portion taken as of the date said title shall be taken. If a portion of the Leased Premises shall be taken so as to render the remainder thereof unusable for the purposes for which the Premises were leased, then this Lease shall terminate as of the date said title shall be taken. In the event that any portion of the Leased Premises shall be taken or this Lease shall be terminated as a result of a taxing of the whole or a portion of the Leased Premises, Lessee shall have no claim against Lessor for the value of any unexpired portion of the lease term. Lessor shall be entitled to the entire award given, including any special damages, except that, as to any portion of payment received by way of just compensation which is attributable to the value, if any, of any capital improvements, taken or damaged, Lessee shall be entitled to receive a pro-rata share thereof based on the percentage that its funding contribution therein bears to the total capital costs thereof. In the event that either party should disagree with the valuation given within any award to any improvements taken or damaged, or be unable to agree between themselves as to such value, the parties agree to arbitrate such question of valuation and to apportion their award so as to separately set forth the contributing value, if any, of each improvement taken or damaged.

35) Severability: The provisions hereof are independent covenants and should any provision or provisions contained in this lease be declared by a court or other tribunal of competent jurisdiction to be void, unenforceable or illegal, then such provision or provisions shall be severable and the remaining provisions hereof shall remain at Lessor's option in full force and effect.

36) Indemnity: Upon Oconee County, South Carolina contracting with an entity for the purpose of constructing any facilities on the Leased Premises, Duke Energy Carolinas, LLC shall be named as an insured or an additional insured on a policy of insurance covering the scope of such activity prior to the commencement

of any activity by Oconee County, its agents or contractors. Any contractor or subcontractor performing work on property that is the subject of this Lease shall have in place prior to commencement of any activity and during the performance of any activity, the following types of insurance and coverage limits:

General Liability Coverage – Two million dollars per occurrence.

Automobile Liability – One million dollars per occurrence.

Workers Compensation – Within statutory limits.

Employer's Liability – Five hundred thousand dollars each accident.

Contractor's Pollution Liability Coverage – One million dollars per occurrence.

57) Limitation of Liability: Lessor and Lessee agree to warrant that any and all work performed by Lessee or Lessor within the Leased Premises will be performed with professional thoroughness and using acceptable standard business practices. Lessor's total cumulative liability to Lessee for claims of any kind whether based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise, for any loss or damage relating to this Lease, shall in no case exceed the cost of completing the work in accordance with acceptable business practice, and Lessee releases Lessor from all further liability in excess of this amount for any work performed under this Lease. Lessee further releases Lessor from any and all liability resulting from any injury of any employee of Lessee or anyone performing any service at the direction of the Lessee on the Leased Premises, excluding any acts of gross negligence or willful misconduct of the Lessor.

Neither party shall be liable, whether based on contract, tort (including negligence and strict liability), under any services or work performed relating to this Lease, for any consequential, indirect, special, or incidental loss or damage, any damage (except to the extent damage resulted from willful misconduct) to or loss of any property or equipment.

This limitation of, or protection against liability shall also protect directors, officers, employees, agents, consultants, suppliers, subcontractors, and affiliated entities and their directors, officers, employees, agents, consultants, suppliers, subcontractors, parents, subsidiaries and affiliates of the Lessor and Lessee and shall apply regardless of the fault (excluding willful misconduct), gross negligence or strict liability of the respective party.

Lessee waives and will require its insurers to waive all rights to recovery and claims of any kind, including rights and claims to which its insurers or another may be subrogated, against Lessor arising out of damage to, loss of or loss of use of any Lessee's property, located on South Cove Public Access Area, whether

based on contract, tort (including strict liability and negligence except for gross negligence or willful misconduct on part of Lessor), under any warranty or otherwise. These waivers are effective as to all damages to or losses of use of property arising out of or relating to this Lease or deficiencies in the services provided hereunder and Lessee hereby covenants that no such action or claim shall be brought by or through Lessee on any theory whatsoever.

The limitation of liability in this provision shall apply notwithstanding any other provision of this Lease.

38) Flooding: Lessor reserves the unlimited right to back or flood the waters of Lake Keowee and its tributaries from time to time and at any and all times over and upon the Leased Premises or any portion of the same, to such extent the flooding may be necessary or convenient in connection with the practical operation of its hydroelectric power plants located or to be located in the future upon Lake Keowee. Lessee agrees that any damage it may suffer as a result of such flooding shall not be claimed or charged against Lessor. Lessee hereby waives all claims against Lessor for damages resulting from floods that may occur on either Lake Jocassee or Lake Keowee or any tributary thereof.

39) FERC Project Restoration: Lessor shall be under no obligation to Lessee to maintain or continue to operate the Project and should said Project be damaged, destroyed or removed, the Lessor shall be under no obligation to restore or rebuild same, and Lessee hereby waives all claims against Lessor for damages to or destruction or removal of the Project.

40) Parties Bound: The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto; provided, however, that neither this lease nor any provisions therein may be assigned by Lessee except with the prior written consent of the Lessor.

41) Survival: Provisions of this Lease for Termination (Paragraph 30), Indemnity (Paragraph 36) and Survival (Paragraph 41) shall survive the termination or cancellation of this Lease and shall remain in effect.

42) Recovery of Fees and Costs: If any action is taken by Lessor to enforce any provision, covenant or agreement contained in this Lease or if Lessor is required to retain an attorney to enforce any provision, covenant or agreement contained in this Lease (including, without limitation, the payment of rent due hereunder or the removal of an encroachment constructed on the Leased Premises in violation of the Lease), then Lessor shall be entitled to recover from Lessee all Lessor's reasonable attorneys' fees and court costs incurred in such action and/or enforcement.

43) Notices: Wherever in the Lease it shall be required or permitted that notice be given by either party to this lease to the other, such notices must be in writing and must be given personally or forwarded by certified mail addressed as follows:

To Lessor: Duke Energy Carolinas, LLC
Lake Services, EC12Q
P.O. Box 1006
Charlotte, NC 28201-1006

To Lessee: Oconee County, South Carolina
c/o County Administrator
415 South Pine Street
Wahalla, SC 29691

Such addresses may be changed from time to time by notice given hereunder.

44) Recordation: In no event shall this Lease be recorded in any Public Registry or other public records by Lessee or on Lessee's behalf. Violation of the provisions in the immediately preceding sentence shall entitle Lessor to terminate the lease rights granted herein. Lessor and Lessee acknowledge and agree Lessor shall record a Memorandum of Lease in the Public Registry in the county where the Leased Premises is located, and Lessor shall provide Lessee with a recorded copy of said Memorandum of Lease.

45) Supersedes Prior Lease: This Lease replaces and supersedes the prior lease entered into with Oconee County, South Carolina on October 28, 1994, and such prior lease is of no further force or effect.

46) Compliance with Laws of the State of South Carolina: This Lease shall at all times be construed and interpreted in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this the day and year first above written.

Witness

Duke Energy Carolinas, LLC
a North Carolina limited liability Company

By: _____
Name: George W. Christian, Jr.
Title: Manager, Right-of-Way

Witness

LESSEE:
Oconee County, South Carolina

Witness

By: _____
Name: _____
Title: _____

Witness

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award the purchase of two medium size Pierce Contender series commercial pumper trucks, one for the Cleveland volunteer fire station (\$309,836) and one for the Long Creek station (\$302,504) in the total amount of \$612,340 to Spartan Fire & Emergency Apparatus of Roebuck, SC. Pricing is per award of BVB 08-04.

Also approve the balance of the funding, \$87,660 to be used for "loose equipment" to stock the two new trucks. This equipment will be bid or quoted separately and the award brought to Council at a later date for approval if required.

BACKGROUND OR HISTORY:

The Oconee County Volunteer Fire Department's fire trucks have been on a fifteen year replacement cycle. The Cleveland truck to be replaced is a Ford 1988 F800 that is 20 years old. The Long Creek truck to be replaced is a Ford 1987 F800 that is 21 years old. One older truck will be used as a reserve truck for the proposed substation in Long Creek's Fire District and the other as a general reserve unit for the County when a truck is brought in for repair. This necessitates the purchase of a list of "loose equipment" (see attached) such as hoses, nozzles, air packs, lights and tools necessary to stock the new trucks since the current equipment will stay on the older trucks that are used as reserve units in order for them to be functional.

The two new pumper trucks to be purchased closely match the specifications of the commercial pumper truck purchased for the Mountain Rest station in December per award of BVB 08-04, without the 4-wheel drive option. Spartan Fire & Emergency Apparatus is the vendor awarded this bid and they have agreed to hold their pricing from this bid. The two new trucks will be built to our specifications and will meet the new NFPA standards for trucks purchased after January 1, 2009. The original specifications did not include any of the attached list of loose equipment. Therefore, this equipment will need to be bid or quoted separately.

SPECIAL CONSIDERATIONS OR CONCERNS:

If the County issues a new bid for these two commercial pumper trucks, prices are expected to increase by up to 10%. The order for these two pumper trucks must be received by September 30, 2009, or the trucks will be required to meet the new 2010 emission standards for diesel engines, which will also add to the cost.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes.

STAFF RECOMMENDATION:

Staff recommends purchase of two commercial pumper trucks from Spartan Fire & Emergency Apparatus of Roebuck, SC, in the amount of \$612,340 with pricing per BVB 08-04. Staff also seeks approval from Council for the balance of the funding, \$87,660 to be used for the purchase of loose equipment necessary to make the new trucks fully operational.

FINANCIAL IMPACT:

For FY 2009-2010 County Council approved the purchase of two replacement fire trucks for \$750,000 total in budget line 012-107-50870-0000. This would include the cost of the two trucks as well as the remainder of the money to be spent to outfit the trucks with "loose equipment".

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

ATTACHMENTS

- 1. Quotes for two pumper trucks
- 2. List of loose equipment to be purchased for each truck.

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants PL Procurement

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Assistant County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Item Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

Spartan Fire and Emergency Apparatus



QUOTATION

ESTIMATE

339 Southport Road • Roebuck, S.C. 29376
 Office: 864-582-2376 • Fax: 864-582-2377 • Email: spartanfire@spartanfire.com

Long Creek

Customer: Geonce County Emergency Services
 415 S. Pine St.
 Walhalla, SC 29691

Date of Proposal: _____
 F.O.B.: _____
 Estimated Delivery: _____
 Payment Terms: _____
 Salesman: _____

9-3-09
 Walhalla, SC
 8-9 Months
 Net Pymt. @ Delivery

Robby Fore

Item	Qty	Description	Price	Amount
1	1	Pierce Contender IHC 4400 2-Door Extended Cab with IHC MaxxFoCe 330 HP Diesel Engine, Allison EVS 3000 Automatic Transmission, 38,000# GVW with 6.83 Rear Axle Ratio, Waterous 1500 GPM Pump, Side Mount Pump Panel, Husky 12 Foam System, UPF 750 Gallon Booster Tank, Harrison 8 KW Hydraulic Generator, Built in Accordance to NFPA 1901/2009 Edition and Built as per Attached Component List		\$295,404.00
2	1	Contingency Fund		\$5,000.00
3	1	Performance Bond		\$1,800.00
4	1	South Carolina Sales Tax		\$300.00
		Included:		
		A. Back-Up Camera and Guard		
		B. Cab Intercom System		
		C. Two (2) FRC 110V Lift-Up Lights		
		D. Two (2) FRC 110V Tri-Pod Lights		
		E. Elkhart Stinger Deck Gun		
		F. Air Outlet with Separate Air Tank		
		G. Automatic Moisture Ejectors on Chassis Air Tanks		

TOTAL COST \$ 302,504.00

THIS QUOTATION EXPIRES September 28, 2009

Spartan Fire and Emergency Apparatus



QUOTATION
 ESTIMATE

519 Southport Road • Reebuck, S.C. 29376
 Office: 864-582-2175 • Fax: 864-582-2177 • Email: spartanfire@spartanfire.com

Cleveland

Customer: Deacone County Emergency Services
 415 S. Pine St.
 Walhalla, SC 29691

Date of Proposal:
 F.O.B.:
 Estimated Delivery:
 Payment Terms:
 Salesman:

September 3, 2009
 Walhalla, SC
 8 - 9 Months
 Net Pymt @ Delivery

Robby Fore

Item	Qty	Description	Price	Amount
1	1	Pierce Contender IHC 4400 s-Door Cab and Chassis with IHC Maxxforce 330 HP Diesel Engine, Allison EVS 3000 Automatic Transmission, 44,000# GVW with 6.14 Rear Axle Ratio, Waterous 1500 GPM Pump, Husky 12 Foam System, Side Mount Pump Panel, UPF 1500 Gallon "Poly" Booster Tank, Harrison 6 KW Hydraulic Generator, Built in Accordance of NFPA 1901/2009 Edition and Attached Component List.		\$302,694.00
2	1	Contingency Fund		\$5,000.00
3	1	Performance Bond		\$1,842.00
4	1	South Carolina Sales Tax		\$300.00
		included:		
		A. Back-Up Camera with Guard		
		B. Cab Intercom System		
		C. Two (2) FRC 110V Lift-Up Lights		
		D. Two (2) FRC 110V Tri-Pod Lights		
		E. Eikhart Stinger Deck Gun		
		F. Air Outlet with Separate Air Tank		
		G. Automatic Moisture Ejectors on Chassis Air Tanks		

TOTAL COST \$ 309,836.00

THIS QUOTATION EXPIRES September 23, 2009

LOOSE EQUIPMENT LIST

Cleveland Fire Department - Station 10

Quantity	Item
4	Air Packs
1	Pack Tracker
1	RIT Pack
1 set	Forcible entry tools
1600 ft	3 inch Hose
600 ft	2.5 inch hose (color coded)
800 ft	1.75 inch Hose (color coded)
4	2.5 inch Nozzles
5	1.5 inch Nozzles
2	1 inch Nozzles
200 ft	Forestry Hard hose
1	Thermal Imager
2	6 inch Intake Valves
1 set	Hydrant tools
4 sets	Spanner Wrenches
2	Hydrant Wrenches
3 sets	Double Adaptors
1	Deluge set
2	Piercing Nozzles
1	Portable Foam unit
2	Honda lights
2	Gated Ys 2.5" to 2 - 1.5"
1	Gated Y 4" to 2 - 2.5"
3	Assorted pry bars
4	Portable flood lights
3	Shovels
1	Ventilation Fan
2	Power Saws
2	4.5 inch flex suction hose
1	Strainer for 4.5" suction hose
1	Strainer for 6" suction hose
1	Float for suction hose
2	Dead blow rubber mallets

Long Creek Fire Department - Station 9

Quantity	Item
4	Air Packs
1	Pack Tracker
1	RIT Pack
1 set	Forcible entry tools
1600 ft	3 inch Hose
600 ft	2.5 inch hose (color coded)
800 ft	1.75 inch Hose (color coded)
4	2.5 inch Nozzles
5	1.5 inch Nozzles
2	1 inch Nozzles
200 ft	Forestry Hard hose
1	Thermal Imager
2	6 inch Intake Valves
1 set	Hydrant tools
4 sets	Spanner Wrenches
2	Hydrant Wrenches
3 sets	Double Adaptors
1	Deluge set
2	Piercing Nozzles
1	Portable Foam unit
2	Honda lights
2	Gated Ys 2.5" to 2 - 1.5"
1	Gated Y 4" to 2 - 2.5"
3	Assorted pry bars
4	Portable flood lights
3	Shovels
1	Ventilation Fan
2	Power Saws
2	4.5 inch flex suction hose
1	Strainer for 4.5" suction hose
1	Strainer for 6" suction hose
1	Float for suction hose
2	Dead blow rubber mallets

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award the purchase of Firehouse Software to include support contract and enterprise system support to ACS Government Systems, Inc. of Urbandale, IA as a sole source in the amount of \$50,124.75.

BACKGROUND OR HISTORY:

In the past the volunteer fire and rescue stations have used different methods of reporting and record keeping that range from utilizing different types of record keeping software to keeping all records manually. By placing the Firehouse Software in all the volunteer stations as well as Emergency Services, the County will standardize and improve the reporting of incidents, the tracking of inventory assigned to volunteer stations, record keeping of training for personnel, and equipment and water supply testing records for all locations. The use of this software will assist the stations in compliance with OSHA regulations, National Fire Protection Association Standards, State and Federal reporting requirements and will improve ISO ratings. The Emergency Services department will also be able to record and evaluate the data from all fire and rescue stations.

SPECIAL CONSIDERATIONS OR CONCERNS:

In the past the old rural fire office and several volunteer stations have lost data because of computer systems crashing with the existing software installed and there was no way to recover this lost information. The Firehouse software has a user friendly system for backing up data and also allows for importing and exporting data from other systems. Therefore, the County IT department supports the purchase and installation of this software.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes, as a sole source purchase.

STAFF RECOMMENDATION:

Award the purchase of Firehouse Software to include support contract and enterprise system support to ACS Government Systems, Inc. of Urbandale, IA as a sole source in the amount of \$50,124.75.

FINANCIAL IMPACT:

For FY 2009-2010, County Council approved \$50,540 (budget code 20-107-30056-00000) for the purchase of firehouse software.

ATTACHMENTS

1. No Substitute letter from Emergency Services
2. Sole Source letter from ACS Government Systems.
3. Quote from ACS Government Systems.

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

RL Procurement

Submitted or Prepared By:

Robert Beattie
Department Head/Elected Official

Approved for Submittal to Council:

Kendra Brown
Kendra Brown, Asst. County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting; therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/ Elected Official's responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



OCONEE COUNTY EMERGENCY SERVICES
FIRE, RESCUE HAZMAT
EMERGENCY MANAGEMENT

RODNEY BURDETTE, DIRECTOR
PH: 864-638-4200
FAX: 864-638-7046

415 S. PINE STREET
WALHALLA, SC 29691

TO: Robyn Courtright, Procurement Director

From: Rodney Burdette, OCES Director

Subject: Fire House Unique Features

Date: 9-2-09

Emergency Services recommends and prefers the Fire House software because of the unique features that are needed for the reporting and records keeping for Oconee County Emergency Services. These features are as follows.

- FIREHOUSE Software provides wide variety of capabilities, including:
 - Incident reporting
 - EMS search and rescue reporting
 - Staff activity and training
 - Staff scheduling
 - Apparates, equipment, and inventory records management
 - Occupancy preplans, inspections and permits
 - Accounts receivable (cost recovery)
- FIREHOUSE is flexible and highly scalable to meet changing demands.
- FIREHOUSE is built on the software industry Microsoft .NET architecture.
- FIREHOUSE Software is National Fire Incident Reporting System (NFIRS) 3.0 certified.
- FIREHOUSE Software is the most widely used NFIRS 3.0 incident reporting software in the industry.
- FIREHOUSE Software was the first to earn Gold level Compliance certification for submission of EMS patient records using the NHTSA version 2.2.1 dataset.
- FH CAD Monitor is a stand-alone executable that creates records in your FIREHOUSE Software system based on information entered in a computer-aided dispatch (CAD) system.
- FH Mobile takes fire department records management off the desktop and into the field. FH Mobile is a suite of applications developed to complement the FIREHOUSE Software system, providing access to your department's critical records in the field.

These features provide for a user friendly system that will benefit all departments in incident reporting and record keeping.



June 24th, 2009

Gconee County
Scott Loftis
415 South Pine St
Walthalla, SC 29991

Scott:

ACS FIREHOUSE Software Solutions, develops, markets and supports FIREHOUSE Software® (FH).
We are the sole retailer and maintenance / support provider for the FIREHOUSE Software Software.

Thank you for your interest in FH.

Best Regards,
ACS Product Sales

ACS Government Systems, Inc

2900 100th Street, Suite 309
 Urbandale, IA 50322
 (515) 288-5717 (800) 921-5300

Estimate

DATE	ESTIMATE NO.
8/25/2009	16805

NAME / ADDRESS
Oconee Fire Dept Scott Lohler 415 South Pine St Walhalla, SC 29691

Customer Number
386220

DESCRIPTION	QTY	COST	EI	TOTAL
FIREHOUSE Software - Modules included are Fire and EMS Reporting, Staff Activities and Training, Occupancy Management, Apparatus Equipment and Inventory, Hydrant Tracking	23	2,695.00		59,290.00
Countywide Discount		-50.00%		-29,645.00
FIREHOUSE Software Support Contract	23	625.00		13,750.00
EH Enterprise - Bundled System	1	5,995.00	320001	5,995.00
Countywide Discount		-50.00%		-2,997.50
EH Enterprise - Complete System Support	1	895.00	372005	895.00
FIREHOUSE Software Subtotal				47,282.50
South Carolina State Sales Tax		2,837.25		2,837.25
Quote will provide all 22 agencies with the 5 base modules listed above along with the first year of support. It will also provide the EH Enterprise version with the base modules listed above with 1 concurrent license and the first year of support.				
Tax		0.00		0.00
This estimate is valid for 60 days from the date of issue.			TOTAL	48,124.75

To place an order, please call 800-921-5300 ext 1 and request an invoice. DO NOT pay directly off an estimate. Thank you.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Award bid #09-05, Physicals for Firefighters, to Upstate Medical Associates, P.A., of Seneca, SC, for the amount of \$84,930.00, for a period of one year with the option to renew for four additional one-year periods. Additionally, staff recommends that Council authorize the County Administrator to renew the contract for up to four one year periods, provided their work is satisfactory.

BACKGROUND OR HISTORY:

Oconee County Rural Fire and Emergency Services have approximately 400 firefighter personnel for 14 volunteer fire stations, one haz-mat station, and eight rescue stations, including rescue divers and emergency first responders. OSHA guidelines mandate that any personnel who fight fire and/or wear an air pack or bunker gear, and can pass a qualified face fit test, must have an annual physical provided by their employer. This bid requested blood testing, thorough stress and cardio testing and physical exams that would be administered at a medical office located within Oconee County. The medical practice also agreed to administer the tests and physical exams during early morning, evening and Saturday hours to accommodate the volunteer firefighter's schedules.

On September 1, 2009, formal sealed bids were opened for Physicals for Firefighters. Twelve medical practices were originally notified of this bid opportunity. Two companies submitted bids, with Upstate Medical Associates, P.A., of Seneca, SC submitting the lowest bid of \$84,930.00.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

Award bid #09-05, Physicals for Firefighters, to Upstate Medical Associates, P.A., of Seneca, SC, for the amount of \$84,930.00, for a period of one year with the option to renew for four additional one-year periods. Additionally, staff recommends that Council authorize the County Administrator to renew the contract for up to four one year periods, provided their work is satisfactory.

FINANCIAL IMPACT:

For FY 2009-10, County Council approved \$85,000 (budget code 10-107-30062-00000) for medical expenses for the Emergency Services Department.

ATTACHMENTS

1. Bid Tabulation

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

PL Procurement

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Kendra Brown, Asst. County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head/ Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 15, 2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

RFQ 09-01 Legal Services

Pre-Qualification of the following firms: Allmon Law Firm, P.C. of Seneca, SC, Clauer Law Firm, LLC of Salem, SC, and Stephanie M. Corley, P.C. of Wallhalla, SC, to assist the County with future legal issues including, but not limited to real estate acquisition and deposition, magistrate court actions, road closure matters and delinquent tax enforcement.

BACKGROUND OR HISTORY:

This Request for Qualifications was issued to pre-qualify local attorneys to assist the County in legal matters. McNair Law Firm will continue to maintain central responsibility for advising Oconee County and will continue as the County Attorney. In an effort to save tax payers' monies, the local attorneys will be utilized whenever possible.

On August 25, 2009, formal sealed qualification statements were opened for Legal Services. Twenty five firms were originally notified of this opportunity and four firms submitted statements. An evaluation committee consisting of Adam Arrighiero, Associate County Attorney, Kendra Brown, Assistant County Administrator & Finance Director, Art Hoffbrooks, Director of Planning, Elizabeth Hulse, County Clerk, Mack Kelly, Director of Roads and Linda Shugart, Director of Delinquent Tax reviewed all responses, and voted unanimously to pre-qualify Allmon Law Firm, Clauer Law Firm and Stephanie M. Corley, to perform legal services for the County. The fourth firm, Norton and Ballenger did not meet the minimum requirements set forth in the request for qualifications.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes

STAFF RECOMMENDATION:

Staff recommends the Pre-Qualification of the following firms: Allmon Law Firm, P.C. of Seneca, SC, Clauer Law Firm, LLC of Salem, SC, and Stephanie M. Corley, P.C. of Wallhalla, SC, to assist the County with future legal issues including, but not limited to real estate acquisition and deposition, magistrate court actions, road closure matters and delinquent tax enforcement.

FINANCIAL IMPACT:

Engagement letters will be issued to each attorney for specific legal projects as they arise. The legal costs will be funded from the professional services budget code 10-709-30025-00000.

ATTACHMENTS

Reviewed By/ Initials:

County Attorney

Finance

Grants

RL

Procurement

Submitted or Prepared By:

Robert M. Courtwright
Department Head/Elected Official

Approved for Submittal to Council:

Kendra Brown
Kendra Brown, Interim County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

COUNCIL MEETING DATE: 09/15/2009
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Request to utilize Human Resources contingency funds for Department Head training.

BACKGROUND OR HISTORY:

County department heads conduct interviews for all vacancies within their division. Interviewing is a very sensitive responsibility of knowing what you can and cannot ask during the process. Addressing certain issues could put the county in legal liability. The last training for County Department heads was in 1998 and I feel it is very important to schedule this training.

SPECIAL CONSIDERATIONS OR CONCERNS:

I do not have extra school funds due to already experiencing a 20% cut in this fiscal year budget.

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (view #2001-15 on Procurement's website)
If no, explain briefly:

STAFF RECOMMENDATION:

Staff recommends training for all Department heads and hiring officials.

FINANCIAL IMPACT:

Cost of training conducted by Appalachian Council of Governments is \$300.00

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:


ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By: Kay Olbon, HR Approved for Submittal to Council:

Department Head/Elected Official



Dale Surratt, County Administrator

Interim

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



County Council Technology Report

Larry Michalec

Date: September 15, 2009

Assess | Improve | Manage
Information Technology





ANNUAL PROGRESS REPORT TO COUNCIL

September 15, 2009

FY 2008-2009

SERVICE INDICATORS

- **233,341** People visited the library. +8% increase over FY 08.
The Library is a destination of choice, connecting our diverse community while improving the quality of life for all.
- **46,628** Visitors signed in to use computers. +4% over FY 08.
The Library is the only place providing public access to computers and is a first responder in this economic crisis, particularly for job seekers.
- **354,339** Books, CDs, DVDs, and magazines checked out. +11% over FY08.
Library patrons need and ask for information resources that enrich, enlighten and entertain.
- **4,117** Library cards issued. +7% over FY08.
The Library is relevant in the daily lives of all citizens, regardless of age, education level, economic or social status, ethnicity, or distance from the library.
- **3,464** Hours of volunteer service.
Based on the national average of \$20.25 per hour, the total value of volunteers to the library program in FY08-09 was \$70,146.

FY 2009-2010

STATUS of CURRENT GOALS & OBJECTIVES

GOAL 1 Improve Access to Information: Completed upgrade of public computers; installed Wireless technology in all facilities; completed Technology Infrastructure Plan; currently maintaining and improving web site; collecting accurate and consistent data that will allow for more informed decisions when planning for services and programs.

GOAL 2 Increase Customer Satisfaction: Implemented email notification for books placed on hold and for overdue materials; initiated "Family Movie Nights," programs for teens, training sessions in basic Word and Excel, and classes on how to fill out resumes and job applications; began evaluation of current policies and procedures for accuracy, appropriateness and consistency; installed self-reservation system for public computers (Envisionware).

GOAL 3 Improve Facilities: Developing strategies to secure funding for new Seneca Library construction and FF&E; preparing schedule of capital projects to submit to County Administration; installed system wide security system thus providing a safer environment for visitors and staff; submitted \$200,000 request for energy funds to improve lighting, insulation and HVAC systems.

GOAL 4 Increase Effectiveness and Efficiency: Complying with furlough leave requirements for a total cost savings to date of \$1,768; implemented new collection development procedure which uses less supplies for cataloging and takes less staff time for processing; negotiated new copier lease agreement which will result in significant savings on maintenance contracts and supplies; cataloging approximately 35% of donated books for replacement copies, to complete series, and to supplement popular title and author purchases; monitoring email notification for potential savings on postage costs; working with vendors to get better discounts; substituting more economical "office supply" brands for "library" brand products when possible; recycling packaging and cataloging materials when practical.

GOAL 5 Improve Communication: Designing a model volunteer program that may be used by other departments to support programs and services; implementing marketing strategies to determine community needs; collaborating with other county agencies and community organizations to forge and move past today's economic challenge; developed emergency response plan in the event of a Pandemic Flu epidemic.

GOAL 6 Improve Employee Satisfaction: Formed cross-functional teams to assist with peer training, development of core values, and morale building activities; restructuring library to become a customer driven organization; secured additional funding from the Friends of the Library to implement Staff Training and Recognition System (STARS); tracking customer use in order to evaluate possible reallocation of staff.

FY 2010-2020 GOALS & OBJECTIVES The Long View

- Enhance services for the Homebound and the Elderly by providing better connectivity to the library
- Expand programs for Spanish Speaking Peoples by celebrating diversity in both the traditional and virtual library
- Honor the History and Heritage of Oconee County by preserving and acquiring materials of interest and value to library visitors
- Improve the quality of life for all residents by providing assistance with Literacy and Job Skills development
- Provide staff recognition and training opportunities, including rewards for academic, personal, and professional achievement
- Continue to build the library's Technology Capabilities including relocating the main server, rewiring conduits where necessary, replacing end of life machines, and connecting to the county phone system
- Explore and communicate the Value of the book, the Love of reading, and the Hope of libraries



NOTES
BUDGET, FINANCE &
ADMINISTRATION COMMITTEE MEETING
September 3, 2009

Discussion took place regarding

1. General Fund Balance,
2. Review of Previous Capital Project Listing, and
3. Review of Designated Funds for Capital Projects

I would ask for a motion of Council to confirm the following actions taken in Committee:

Mr. McCall made a motion, seconded by Mr. Thrift, approved 4-0 to direct the administrator to draft an amending ordinance to purchase the two fire trucks approved on September 2, 2009 in Ordinance 2009-17 from fund balance.

Mr. Thrift made a motion, seconded by Mr. McCall, approved 4-0 to direct the administrator to look at using some capital project funds for \$45,000 for the 6th radio tower sight equipment project.

In addition the following took place:

Mr. Dexter tasked the Interim Administrator with the following:

[1] Schedule a meeting with the Oconee Joint Regional Sewer Authority [OJRSA] to identify their willingness to bond for infrastructure for the unincorporated areas of Oconee County.

[2] Look into and report back to Council regarding the availability of recovery bonds and if Oconee County could possibly partner with the understanding that the County would have no obligation regarding these bonds as they must be issued by a governmental entity.

[3] Identify potential incentives that the County could offer instead of FILOT to include but not limited to: [a] private / public partnership purchase of existing building with infrastructure in place, and [b] county offering shovel ready land free to industry to entice development.

[4] Look into potentially regaining capacity at the old West Point Steven Plant

Mr. Corbeil tasked the Interim Administrator with the following:

[1] Compile & prioritize a list of capital projects in a similar format to the worksheet presented at meeting.



NOTES
TRANSPORTATION COMMITTEE MEETING
September 3, 2009

Discussion of "C" funds

Next Meeting:

Mr. Thrift agreed that the paving list along with Jenkins Bridge and Bennettsville Road should be the main topic for review at the September 22, 2009 Transportation Committee meeting scheduled for 5:30 p.m. in Council Chambers.